# THIRD DECLARATION OF REEVE TYNDALL **Pursuant to 28 U.S.C. § 1746**

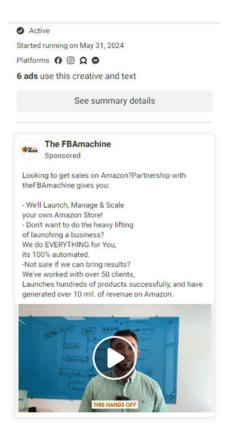
Document 38-14

PageID: 2900

- I, Reeve Tyndall, hereby state that I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify as follows:
- 1. I am a United States citizen. I work as a Senior Investigator for the Federal Trade Commission ("FTC") in the Bureau of Consumer Protection's Division of Marketing Practices. The Division of Marketing Practices investigates persons and entities that may be violating the FTC Act and other laws enforced by the FTC. The following declaration outlines my investigation of a business opportunity operated by Bratislav (Steven) Rozenfeld and his business entities.

# **CURRENT ADVERTISING**

2. On May 31, 2024, The FBA Machine started running the following advertisement on Facebook and Instagram. The advertisement included text and a video of Mr. Rozenfeld:



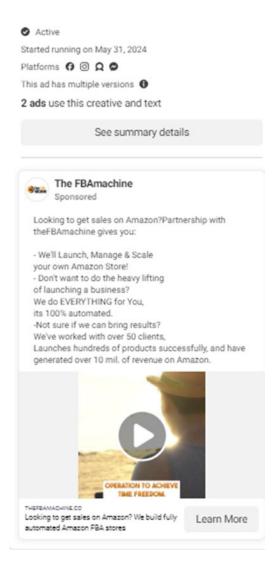
Document 38-14 PageID: 2901

**Mr. Rozenfeld:** If you're still investing in real estate or stocks, you're basically throwing your capital behind an investment that isn't going to deliver the best returns. Now, I'm about to tell you everything you need to know about investing into Amazon FBA. But I'm also going to teach you a secret on how to make it hands -off and automated, so it requires very little to eventually know legwork on your part. After all, it is 2024 and multiple income streams are a necessity in today's world. So I'd like to show you how we're able to make some of our investors over \$10,000 per month completely passive, and how we're going to teach you to do the same within 90 days with our Amazon FBA Accelerator. Now, with the help of our team, we handle everything from opening a new store to scaling it for you. My name's Steve Rozen, and I've been managing Amazon FBA for almost a decade. Over the course of the last decade, I've managed and oversaw over nine figures in lifetime sales. Working with our team, you'll have full access to all the benefits and perks, such as one -on -one sessions with myself, access to our proprietary software. You'll have step -by -step guides during each phase of the process, as well as your own team member managing the entire business for you throughout the process. You'll also have access to some of our top hand -picked distributors and guaranteed accounts approvals. You won't have to do any product research, look for vendors, engage in any categories, negotiate with any vendors, teach any team members, search for warehouses, search for different softwares, or deal with any rejections from any vendors. Our team will keep your business headed in the right direction and help your business grow by managing your inventory more efficiently, keeping track of all of your products using our advanced methods that I've developed over the last nine years, including any inventory replenishment, managing your supplier relationship, as well as utilizing the repricing software to increase and maintain your margin. We'll be consolidating your shipments using our eight warehouses and improving your inventory health to achieve the best possible IPI score. So, whether you're new to selling on Amazon or you have an established presence, we will handle the operations and logistics of your store while you kick back and collect Amazon deposits. We're so confident in our strategy today that if you don't see your sales grow in just 90 days, we'll continue to work with you for free until we do. Don't believe us? Take a look at some of our client testimonials, such as Peter, or even an NFL linebacker. So I want you to ask yourself a very simple question, would you benefit from a completely passive income? If so, it's time to partner with our expertise. Like I said, after your initial investment and consultation, we'll handle your new business while you simply collect a check at the end of each month. This hands -off investment option will not only expand your portfolio but will also guarantee you a strong return on your investment. But hey, maybe you want to actively run and manage your own business. Perhaps you're more hands -on and want to remain in control of your progress. If that's the case, I will personally train and coach you on all the best practices, the same ones that we've implemented, so you can see the same success in as little as 90 days. Either way, click the button below to kickstart your journey today.

3. On May 31, 2024, the FBA Machine started running the following advertisement on Facebook and Instagram. The advertisement included text and a video of Mr. Rozenfeld:

Document 38-14

PageID: 2902



Mr. Rozenfeld: Are you a seasoned investor looking to expand your portfolio through a safe and scalable program? If so, you definitely shouldn't watch this. You should continue wasting your time and money on trial and error. With our Amazon FBA Accelerator, you maximize your e -commerce sales, leave your competition in the dust in just 90 days. If you don't achieve results, we'll work for free until you do. You'll learn how our team chooses the perfect products that practically sell themselves, automate your store, and business operation to achieve time freedom. Maybe you're already invested in a real estate and stock market. However, this opportunity profile is as much of a better opportunity that can generate you a much greater return on your investment. If you're ready to tap into this investment opportunity, click below to learn how you can get started.

4. Both advertisements contained the hyperlink thefbamachine.co/tfm-form-page.

3

# 78 JOHN MILLER WAY, KEARNY, NJ 07032

Document 38-14

PageID: 2903

- 5. During my investigation, the Defendants' sales representatives repeatedly told me The FBA Machine was located at 78 John Miller Way, Kearny, NJ 07032. However, the Defendants have not occupied this location since early 2023.
- 6. On June 5, 2024, I spoke with Vanessa Stoffels, counsel for Hugo Neu Realty Management, which manages leases at 78 John Miller Way. According to Ms. Stoffels:
  - a) In October 2021, FBA Support NJ, Inc. leased Suites #2106, #2107, and #2111 at 78 John Miller Way, Kearny, NJ 07032. Mr. Rozenfeld signed the lease. The lease term was from October 25, 2021 through July 28, 2024.
  - b) In January 2023, Hugo Neu Realty Management issued a default notice with FBA Support NJ, Inc. for failure to pay rent.
  - c) In early 2023, FBA Support NJ, Inc. vacated all three suites.
  - d) FBA Support NJ, Inc. still owes Hugo Neu Realty Management over \$22,000 in unpaid rent and other charges.

# **2011 8TH ST., NORTH BERGEN, NJ 07306**

On June 6, 2024, I inspected the Defendants' warehouse space at 2011 8<sup>th</sup> St., 7. North Bergen, NJ 07306. The Defendants appeared to operate two warehouses in the building – Suite 102 and a basement unit. Below are photographs of the signage:





Page 5 of 150

8. Suite 102 included a small loading dock area and one large warehouse room. The loading dock contained returned packages from consumer stores. The large warehouse contained additional returned inventory, some of which were stored haphazardly in large black trash bags:

Document 38-14

PageID: 2904



9. The basement unit consisted of a small loading area next to the elevator and one large warehouse room. The unit contained both new inventory shipments and returned packages from consumer stores. The unit contained approximately five workstations with computers and label makers. The unit also contained approximately 8 workstations for packaging inventory. Like Unit 102, the inventory appeared to be stored in a haphazard manner:

5



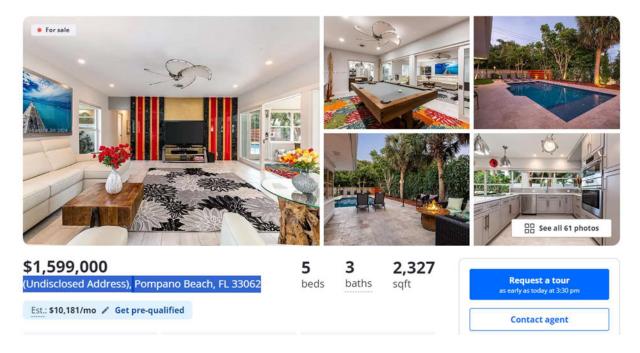
Document 38-14 PageID: 2905

- The workstation closest to the loading dock contained a stack of bills of ladings 10. for multiple corporate defendants, including Sales Support, Wraith & Co., Daily Distro, and FBA Support NJ.
- I spoke with workers from a neighboring warehouse. The workers informed me 11. they only saw Mr. Rozenfeld visit the warehouse one time.

# RESIDENTIAL PROPERTY IN POMPANO BEACH, FL 33062

Document 38-14 PageID: 2906

12. In September 2022, Mr. Rozenfeld listed a residential property for sale in Pompano Beach, FL. As of July 23, 2024 the property is still listed for sale. I examined the listing for the property, which includes 61 photos. The home appears to be vacant and staged for tours, with same day tours available to schedule:



# **GOOGLE SUITE**

- 13. Pursuant to the TRO, the Court Appointed Receiver took control of the Defendants' Google Suite, which hosts the Defendants' email accounts, calendar, and shared documents. I examined the account steven@thefbamachine.com with the permission of the Receiver. According to this Google account:
- 14. Mr. Rozenfeld's calendar included meetings on advertising, sales, client management, vendor management, and customer refunds. Below is a screenshot of the meetings on Mr. Rozenfeld's calendar for June 6, 2024:

Rayyan Nomaan · 1 on 1   Stone - ======== Phone: +44 7857 944116 Email:	Event	steven@thefbamachine.com		
		steven@therbarnachine.com	3	June 6 3:00 PM - June 6 3:30 PM
Content Meeting	Event	steven@thefbamachine.com	4	June 6 2:00 PM - June 6 3:00 PM
Sourcing meeting	Event	steven@thefbamachine.com	8	June 6 2:00 PM - June 6 3:00 PM
Daily Vendor Review	Event	steven@thefbamachine.com	8	June 6 1:30 PM - June 6 2:00 PM
LLCFUNDS.COM	Event	steven@thefbamachine.com	3	June 6 1:00 PM - June 6 1:15 PM
AM Meeting	Event	steven@thefbamachine.com	11	June 6 12:00 PM - June 6 1:00 PM
TFM Sales Meeting	Event	steven@thefbamachine.com	4	June 6 11:00 AM – June 6 12:00 PM
Weekly Order Report - Weekly order Report	Event	steven@thefbarnachine.com	9	June 6 11:00 AM - June 6 12:00 PM
BDR Daily Standup	P Event	steven@thefbamachine.com	8	June 6 10:00 AM – June 6 11:00 AM
Daily Stand up with CS Team/Chat with clients	Event	steven@thefbarnachine.com	8	June 6 9:00 AM - June 6 11:00 AM
Client Management G	P Event	steven@thefbamachine.com	6	June 6 9:00 AM – June 6 10:00 AM
Ads	Event	steven@thefbarnachine.com	3	June 6 8:30 AM - June 6 9:00 AM
Daily meeting.	Event	steven@thefbamachine.com	3	June 6 8:00 AM – June 6 8:30 AM
Advertising Meeting	Event	steven@thefbarnachine.com	5	June 6 8:00 AM - June 6 9:00 AM
Advertising Meeting	Event	steven@thefbamachine.com	6	June 6 8:00 AM - June 6 9:00 AM
UX meet	Event	steven@thefbarnachine.com	9	June 6 7:45 AM – June 6 9:15 AM
TFM stand up	Event	steven@thefbamachine.com	14	June 6
Retail Daily Meeting	Event	steven@thefbamachine.com	14	June 6
One Team One Goal (Account Manager Meeting Daily Meeting) – Lets gol	P Event	steven@thefbamachine.com	21	June 6
Order Team Daily Meeting	Event	steven@thefbamachine.com	26	June 6

- 15. Mr. Rozenfeld is the owner of a Google spreadsheet titled "TFM Sales forecast." The spreadsheet appears to be identical to the sales forecast I was shown during an undercover sales call in February 2024, except for the order of the months. (see PX 20, paragraph 16). A true and correct copy of this spreadsheet is **Attachment A**.
- Mr. Rozenfeld is the owner of a Google spreadsheet titled "Marketing Content 2024." 16. A true and correct copy of this spreadsheet is **Attachment B**. The spreadsheet appears to contain Mr. Rozenfeld's comments about the Defendants' marketing campaigns, including the following statements in May 2024:

### Comments

strong promise, if you dont generate money in the first 90 days we will work for you for free until you do

strong promise, if you dont generate money in the first 90 days we will work for you for free until you do

For travelers ? No promise of income. Not approved. updated this version 05-24-2024

Text font hard to read. Need some sort of promise. Why should people click here? Are we trying to attract people with no money for travel? Added a second version 05-25-2024

Maybe should talk about location freedom thanks to Amazon business income Added a second version 05-24-2024

Change font on top. Give promise of income or returns. Otherwise good to test. Update 05-24-2024

Don't have permission to see - Permission added 05-24-2024 Ugly AF

Needs to be a lead magnet. How about a picture of a face to look like a testimonial happy with returns. Added a second version 05-24-2024

The spreadsheet contained links to the ad copy, including the two advertisements I captured on May 31, 2024 (see paragraphs 3-4). Below is an advertisement that Mr. Rozenfeld appeared to approve on June 1, 2024:

# Looks good. approved on the 06/01/2024 \$10K MONTHLY PASSIVE \$20K MINIMUM REQUIREMENT \$100K MINIMUM REQUIREMENT

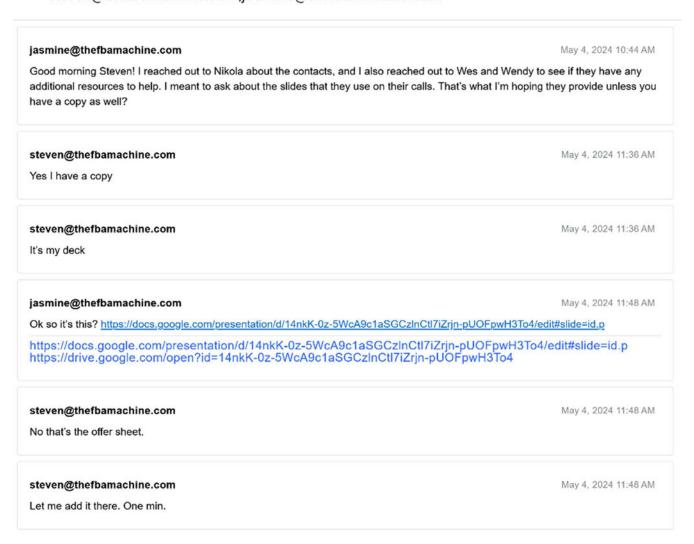
17. Mr. Rozenfeld is the owner of a Google Slide pitch deck for The FBA Machine. The pitch deck appears to be identical to the decks that Wes Waring and Wendy Franco

>

Document 38-14 PageID: 2909

sent during my undercover calls (see PX 20, paragraphs 9, 14). Mr. Rozenfeld also took credit for the pitch deck during a Google chat with one of his sales representatives:

x steven@thefbamachine.com,jasmine@thefbamachine.com



- 18. Additional documents and screenshots from Mr. Rozenfeld's Google Suite are attached hereto as **Attachment** C.
- 19. Wesley Waring, a sales representative, had various sales scripts and consumer call notes in the Google Suite. True and correct copies of some of these documents is **Attachment D.** Mr. Waring also had various emails archived in the Google Suite. True and correct copies of his selected emails is Attachment E.

10

# GOHIGHLEVEL CRM DATABASE

- 20. Pursuant to the TRO, the Court Appointed Receiver took control of the Defendants' GoHighLevel account, which hosts the Defendants' Customer Relations Management (CRM) database. The CRM contained email, text, and phone call recordings with customers. The CRM also contained internal communications and calendar events. I examined the FBA Machine's CRM database with the permission of the Receiver. According to the database:
- 21. The database contains an undated email that states: "Here at Passive Scaling & TheFBAMachine, we have a Done-For-You and a Done-With-You option." A true and correct copy of the email is Attachment F.
- 22. The database contains a section with "message templates" with canned marketing emails and text messages. A true and correct copy of these templates is **Attachment G**.
- 23. On or about June 12, 2024, Wes Waring, the Defendants' sales representative, emailed Consumer M. M. a Done-For-You Amazon business opportunity proposal. The email included a service contract for a \$50,000 investment and a 35% profit share. A true and correct copy of the email proposal and service contract is Attachment H.
- 24. On or about June 17, 2024, Steven Rozenfeld called Consumer R. Z. Mr. Rozenfeld stated the following during the call. A true and correct recording of the call is Attachment I.
  - Mr. Rozenfeld: We've been doing Amazon for a long time, so we've went through a bunch of different programs. The program that you're in right now is a fairly new program, less than a year old, and we've come up with this program to be more transparent with our customers so that their expectations are more in line. This program does not require you to wire us any money. It doesn't have any kind of profit guarantees. It doesn't have anything along those lines that would give people false hope.

**Consumer R. Z.:** It does have a profit guarantee. It was \$15,000 in three months.

PageID: 2911

**Mr. Rozenfeld:** So that's a revenue guarantee.

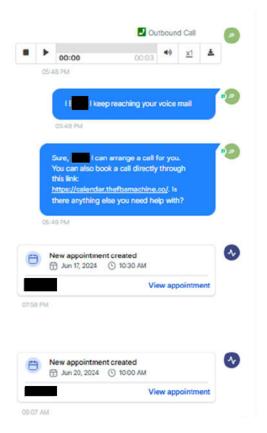
Consumer R. Z.: I apologize, revenue, sure.

Mr. Rozenfeld: Okay, yeah, so revenue because we can't, you know, if we were to tell you would have profit or how much profit you would have that would be a lie, right? Because there's no way we can tell you how much profit you're going to have. But we can work until we reach a certain milestone.

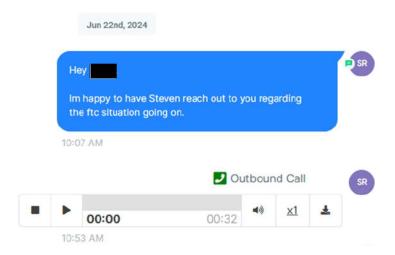
\*\*\*

Mr. Rozenfeld: You know, like a few years back, like about three years back, we were working with an outside sales team and they were selling the program very differently. They were charging \$50,000 for the same thing. They were giving profit guarantees. They were giving buy back guarantees. And that's we, you know, obviously we worked with them for a little bit. We saw that it wasn't feasible. We stopped working with them and that's kind of why the FTC is doing their investigation because of that specific program that we worked with the other third party.

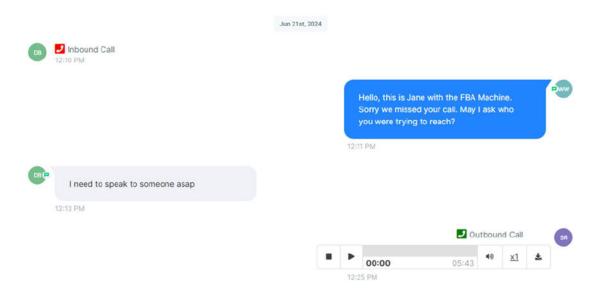
25. Below is an exchange with Consumer ER:



26. Below is an exchange with Consumer SP. Mr. Rozenfeld calls the consumer on June 22, 2024:

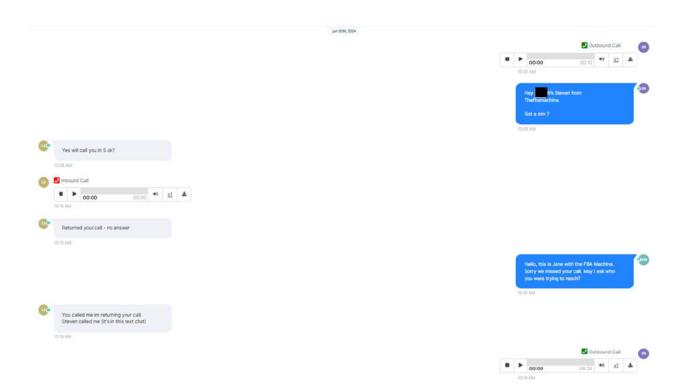


27. Below is an exchange with Consumer DB. Mr. Rozenfeld calls the consumer on June 22, 2024:

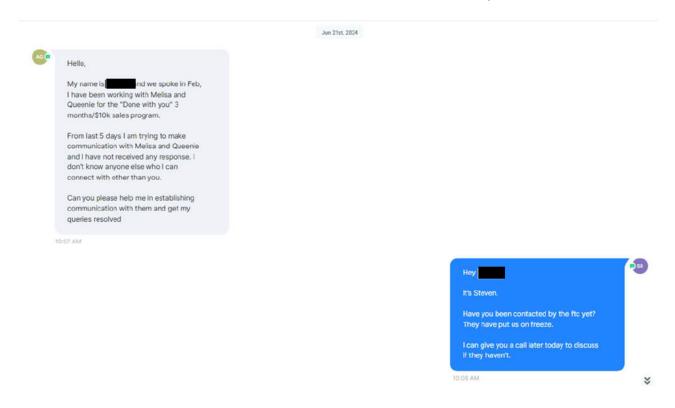


28. Below is an exchange with LS. Mr. Rozenfeld calls the consumer on June 20, 2024. During the call, the consumer tells Mr. Rozenfeld he initiated a chargeback but will cancel it if he gets a refund. Mr. Rozenfeld told the consumer he could not issue a refund but stated that "we can reenter a new agreement." A true and correct recording of the call is Attachment J.

13

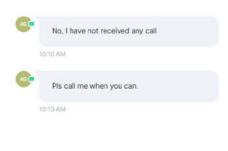


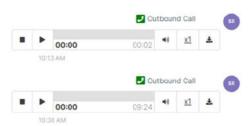
29. Below is an exchange with consumer AG. Mr. Rozenfeld calls the consumer on June 21 and the consumer tells Mr. Rozenfeld that his store revenue is \$1,850.



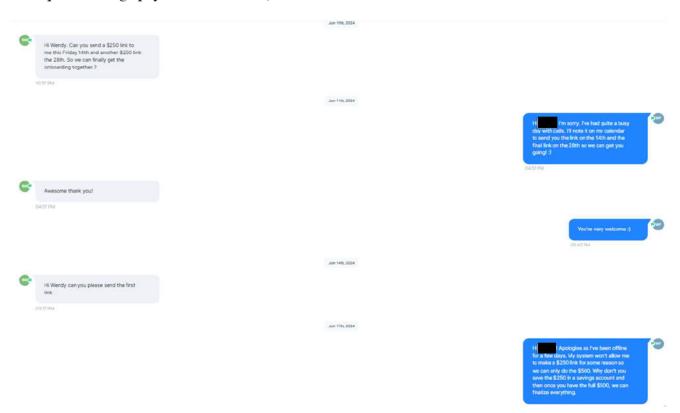
14

PX36 002396



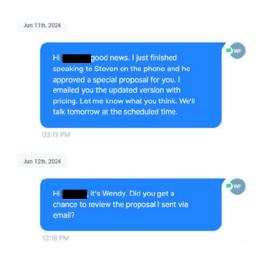


30. Below is an exchange with BW where Ms. Franco, a sales representative, attempts to arrange payment on June 17, 2024:



31. Below is an exchange with YA and Ms. Franco, a sales representative, who attempts to close a new sale on June 11-12, 2024

15



- 32. On June 7, 2024, Consumer RH spoke with a sales representative who stated: "We can guarantee you a 20% [sic] on your investment for the first month." A true and correct recording of the call is **Attachment K**.
- The GoHighLevel database also had exchanges with new and existing customers. 33.
  - a) Attachment L is a true and correct copy of an exchange with consumer CG starting June 5, 2024
  - b) Attachment M is a true and correct copy of an exchange with Consumer SP starting June 5, 2024
  - c) Attachment N is a true and correct copy of an exchange with Consumer JM starting May 27, 2024.

# INTERVIEW WITH FORMER EMPLOYEE

On July 5, 2024, I spoke with a former employee of the Defendants. The 34. employee wished to remain anonymous. Attachment O is a true and correct statement of the facts the employee provided during my interview. This statement was read to the employee and the facts were verified to be true and accurate.

# CONSUMER DOCUMENTS

PageID: 2916

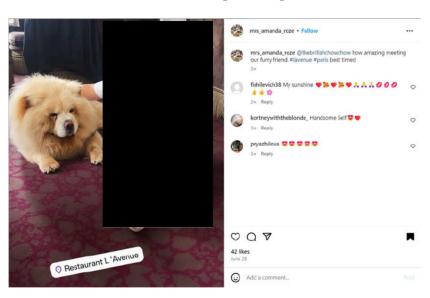
35. During my investigation, I received documents from Consumer Karen Denny. True and correct copies of these documents is **Attachment P**.

# LITIGATION

- 36. True and correct copies of filings in the case of Pantelis Bournias v. Steven and Amanda Rozenfeld is **Attachment Q**.
- 37. True and correct copies of filings in the case of Portfolio Recovery Associates v. Amanda Peremen is **Attachment R**.

# PARIS VACATIONS

- 38. Amanda Rozenfeld purchased tickets to the Eiffel Tower in Paris in August 2023 for \$456.40 euros. A true and correct copy of this receipt is **Attachment S**.
- 39. On June 28, 2024, Amanda Rozenfeld posted a photo from a restaurant in Paris:



# PASSIVE SCALING SALES PROJECTIONS

40. Steven Rozenfeld reviewed and approved the profit projection forecast used by its sales agents at Optimyze Digital and reviewed and provided sales projections to

Optimyze Digital for potential Passive Scaling clients. True and correct copies of emails between Steven and Optimyze Digital are attached as Attachment T.

Document 38-14

PageID: 2917

# EMAIL TO AMANDA ROZENFELD

On July 19, 2024, I emailed the FTC's Amended Complaint, Signed Summons, 41. and Application for Preliminary Injunction as to Amanda Rozenfeld to Mrs. Rozenfeld's personal email address. Below is the relay receipt:

From	Microsoft Outlook	Sent	Fri 7/19/2024 4:37 PM
То	Tyndall, Reeve		
Subject	Relayed: Important Notice - FTC v. TheFBAMachine, Inc. et al		
Deli	ivery to these recipients or groups is complete, but no delivery notification was sent by the destination	tion	server:
mush	neresq@gmail.com (musheresq@gmail.com)		
alexa	anderesq35@gmail.com (alexanderesq35@gmail.com)		
Subje	ect: Important Notice - FTC v. TheFRAMachine. Inc. et al.		

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 23, 2024.

Reeve Tyndall



# Starting Period Q3 Initial budget \$50,000.00 Sell Through Rate 70.00% Year 1 Store Expected Return 12% Warehouse Fees 2% Market Risk 8%

# **Performance forecast of your Digital Storefront**



	AMAZON STORE CASH FLOW												
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year 1
Working Cash	\$0.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00								
CASH Reinvest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,040.40	\$27,731.05	\$36,396.46	\$36,724.88	\$40,442.66	\$43,186.25	\$46,609.48	i
Inventory SHIPS IN	\$0.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$42,040.40	\$27,731.05	\$36,396.46	\$36,724.88	\$40,442.66	\$43,186.25	\$46,609.48	i
Arrives IN Amazon	\$0.00	\$5,000.00	\$10,000.00	\$12,500.00	\$15,000.00	\$28,520.20	\$34,885.72	\$32,063.76	\$36,560.67	\$38,583.77	\$41,814.45	\$44,897.87	i
Inventory total - cost	\$0.00	\$5,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$42,040.40	\$27,731.05	\$36,396.46	\$36,724.88	\$40,442.66	\$43,186.25	\$46,609.48	i
Inventory @ Amazon	\$0.00	\$5,000.00	\$11,500.00	\$15,950.00	\$19,785.00	\$34,455.70	\$45,222.43	\$45,630.49	\$50,249.82	\$53,658.71	\$57,912.07	\$62,271.49	i
Leftover inventory	\$0.00	\$1,500.00	\$3,450.00	\$4,785.00	\$5,935.50	\$10,336.71	\$13,566.73	\$13,689.15	\$15,074.94	\$16,097.61	\$17,373.62	\$18,681.45	i
Gross Revenue - FBA - sales	\$0.00	\$6,720.00	\$15,456.00	\$21,436.80	\$26,591.04	\$46,308.46	\$60,778.95	\$61,327.37	\$67,535.75	\$72,117.31	\$77,833.82	\$83,692.88	i
Cost of Goods - sold	\$0.00	\$3,500.00	\$8,050.00	\$11,165.00	\$13,849.50	\$24,118.99	\$31,655.70	\$31,941.34	\$35,174.87	\$37,561.10	\$40,538.45	\$43,590.04	\$281,144.99
Store Profit FBA NET	\$0.00	\$806.40	\$1,854.72	\$2,572.42	\$3,190.92	\$5,557.02	\$7,293.47	\$7,359.28	\$8,104.29	\$8,654.08	\$9,340.06	\$10,043.15	\$64,775.81
ROI (Investment+ROI)	\$0.00	\$4,306.40	\$9,904.72	\$13,737.42	\$17,040.42	\$29,676.01	\$38,949.18	\$39,300.63	\$43,279.16	\$46,215.18	\$49,878.51	\$53,633.19	i
Amazon Fees	\$0.00	\$2,413.60	\$5,551.28	\$7,699.38	\$9,550.62	\$16,632.46	\$21,829.77	\$22,026.75	\$24,256.59	\$25,902.13	\$27,955.31	\$30,059.69	\$193,877.59
Warehouse Fees	\$0.00	\$70.00	\$161.00	\$223.30	\$276.99	\$482.38	\$633.11	\$638.83	\$703.50	\$751.22	\$810.77	\$871.80	\$5,622.90
Management Fee	\$0.00	\$282.24	\$649.15	\$900.35	\$1,116.82	\$1,944.96	\$2,552.72	\$2,575.75	\$2,836.50	\$3,028.93	\$3,269.02	\$3,515.10	\$22,671.53
Clients Profit	\$0.00	\$524.16	\$1,205.57	\$1,672.07	\$2,074.10	\$3,612.06	\$4,740.76	\$4,783.54	\$5,267.79	\$5,625.15	\$6,071.04	\$6,528.04	\$42,104.27

Ad Channel Audiences / Interests	Targeting	Offer Idea Concept / angle	Hook 1
Youtube Real Estate investing videos	Real Estate investing videos	Done for you Invest in FBA	Hey Real Estate investors, do you want to Turn property profits into passive income with Amazon. See how!
Youtube		Repricer	
Youtube CI - Ecom_Authority	Ecom Authority kws	Done for you Invest in FBA	If you want ot make \$10 000 monthly in passive income with Amazon —our experts are with you!
Youtube IM - Avid Investors	Google audience	Done for you Invest in FBA	Hey Investors! Transform your strategy with Amazon's vast opportunities.
Youtube IM - Avid Business News Readers	Google audience	Done for you Invest in FBA	Daily business reader? Turn those insights into Amazon earnings.
Youtube IM - Investment services	Google audience	Done for you Invest in FBA	Looking for your next investment? Elevate your portfolio with Amazon's automated business.
Youtube CI - Done With You Wide	Done With You Wide kws	Done for you Invest in FBA	If you want ot make \$10 000 monthly in passive income with Amazon —our experts are with you!
Youtube CI - Amazon Businesses	Amazon Business kws	Done for you Invest in FBA	Do you own an Amazon business? Maximize your results with our help.
Youtube CI - Done With You LongTail	Done With You LongTail kws	Done for you Invest in FBA	If you want ot make \$10 000 monthly in passive income with Amazon —our experts are with you!
Youtube AFF- Starting a business soon	Google audience	Done for you Invest in FBA	Kickstart your Amazon business with an effortless setup and fantastic results.
Youtube AFF- Business professionals	Google audience	Done for you Invest in FBA	Are you ready to transform operational overhead into competitive advantage? DiscoverThe FBA Machine's 'Done For You' program—where efficiency meets excellence.
	Google audience	Done for you Credit repair	
Youtube IM - Credit and lending	•	, ,	Tired of getting bad lending options? Let our credit repair services open doors to better rates and terms. Tired of getting bad lending options
Youtube IM - Credit cards	Google audience	Done for you Credit repair	Tired of paying and over again your low class credit card? Imagine a wallet equipped with the best credit cards available. Our credit repair services can make it a reality.
Youtube IM - Credit reporting and monitoring	•	Done for you Credit repair	Does your credit score need a tune up? "Keep your financial future secure by staying on top of your credit. Our monitoring services ensure you're always informed and in control."
Youtube IM - Business Loans	Google audience	Done for you Credit repair	Fuel Your Business Growth: Secure the capital your business needs with a stronger credit profile. Our credit repair services are your first step towards substantial business loans.
Youtube IM - Business financial services	Google audience	Done for you Credit repair	Enhance the financial foundation of your business with comprehensive credit repair services tailored to your business needs.
Youtube IM - Travel Buffs (\$\$)	Google audience	Done for you Invest in FBA	Travel more, worry less. Your Amazon store runs while you explore.
Youtube IM - Luxury Shoppers (\$\$)	Google audience	Done for you Invest in FBA	Luxury shoppers deserve luxury earnings. Start your Amazon store now!
Youtube IM - Shopping Enthusiast (\$\$)	Google audience	Done for you Invest in FBA	Turn your shopping passion into profit with Amazon!
Youtube IM - Value Shoppers (\$\$)	Google audience	Done for you Invest in FBA	Budget-savvy? Apply that to running a cost-effective Amazon store.
Youtube CI - Online Business for sale	Online Business for sale kws	Done for you Invest in FBA	Looking to buy an online business? Start with Amazon!
Youtube CI - Bmbmatrix CI - Master FBA	Bmbmatrix kws Master FBA kws	Done for you Invest in FBA  Done for you Invest in FBA	If you want ot make \$10 000 monthly in passive income with Amazon —our experts are with you!  If you want ot make \$10 000 monthly in passive income with Amazon —our experts are with you!
Youtube IM - Banking and finance	Google audience	Done for you Invest in FBA	ii you want o make 5,000 minunin ii neassee iii come with anazon —our expers are with your Finance professionals; Turn your skills into Amazon success.
Youtube IM - Technophiles	Google audience	Done for you Invest in FBA	Tech lovers: The latest Amazon strategies need your touch.
Youtube IM - Frequently eat lunch out(\$\$)	Google audience	Done for you Invest in FBA	Lunch out often? Fund those meals through Amazon earnings.
Youtube IM - Frequently eat dinner out(\$\$)	Google audience	Done for you Invest in FBA	Turn your dining out habit into an investment with Amazon.
Facebook Remarketing	Facebook Remarketing Audience	,	
Facebook Real Estate Investors Facebook Business owners	Facebook Interest Facebook Interest	Done for you Invest in FBA  Done for you Invest in FBA	Hey Real Estate investors, do you want to Turn property profits into passive income with Amazon. See how!  Expand your investment portfolio beyond real estate—discover Amazon success.
Facebook Entrpereneurs	Facebook Interest	Done for you Invest in FBA	Expand your investment, portion beyond real estate—discover Annazon success. Help your Clients win big on Amazon—start today!
TikTok Rreal estate investing	Tiktok interest	Done for you Invest in FBA	Hey Real Estate investors, do you want to Turn property profits into passive income with Amazon. See how!
TikTok Entrepreneurship	Tiktok interest	Done for you Invest in FBA	Skyrocket your Amazon sales with proven strategies.
TikTok Online business opportunities	Tiktok interest	Done for you Invest in FBA	Tailor-made Amazon success plans waiting for you.
TikTok E-commerce	Tiktok interest	Done for you Invest in FBA	Indulge in more luxury with profits from your Amazon business.
TikTok Wholesale trading	Tiktok interest	Done for you Invest in FBA	Shop high-end? Sell high-end on Amazon and profit.
TikTok #RealEstateInvestor	Tiktok Hashtags	Done for you Invest in FBA	Stretch your dollar further with an Amazon business.
TikTok #Entrepreneurs TikTok #BusinessOwner	Tiktok Hashtags Tiktok Hashtags	Done for you Invest in FBA  Done for you Invest in FBA	Your next business venture awaits on Amazon—explore listings.  Imagine your Amazon store thriving, with expert help every step.
TikTok #WholesaleBusiness	Tiktok Hashtags	Done for you Invest in FBA	integrine you will account store university, with respect time every step.  Skyrocket you will account when the stategies.  Skyrocket your Amazon sales with proven strategies.
TikTok #AmazonFBA	Tiktok Hashtags	Done for you Invest in FBA	Jay locket your Amazon sales with proven strategies.  Skyrocket your Amazon sales with proven strategies.
	~	,	

# PageID: 2920

### Video Script / Hook 2

Are you looking to Expand your investment portfolio beyond real estate?—discover Amazon success.

Imagine your Amazon store thriving, with expert help every step.

Looking to diversify? Amazon might be your smartest play yet.

Informed by the news? Use that edge for Amazon success.

Help your clients win big on Amazon—start today!

Imagine your Amazon store thriving, with expert help every step.

Skyrocket your Amazon sales with proven strategies.

Imagine your Amazon store thriving, with expert help every step.

Starting a business? Make Amazon your success story.

Step into the future of business management with The FBA Machine. Our 'Done For You' program is your gateway to strategic growth without the stress.

Do you want to Elevate Your Borrowing Power? "Enhance your credit profile and boost your borrowing power. Our expert credit repair can lead you to superior lending opportunities."

Ready to game the system for better rewards, higher limits, and lower rates? Start with strengthening your credit score through our repair services.

Don't wait for surprises on your credit report. Our proactive monitoring can help you maintain a stellar credit score."

Looking for a Business Loans? Plan your next big business move with confidence. Improve your eligibility for business loans with our specialized credit repair.

Did you know that a strong credit score builds trust and opens financial opportunities? Let our services fortify your business credit to unlock new possibilities

Fund your travels with your thriving Amazon business.

Indulge in more luxury with profits from your Amazon business.

Love shopping? How about making it your business on Amazon?

Stretch your dollar further with an Amazon business.

Your next business venture awaits on Amazon—explore listings.

Imagine your Amazon store thriving, with expert help every step.

Imagine your Amazon store thriving, with expert help every step. Banking on a new venture? Amazon's marketplace awaits.

Gadget guru? Turn that passion into profits on Amazon.

Turn your lunching out habit into an investment with Amazon.

Dine out often? Fund those meals through Amazon earnings.

Expand your investment portfolio beyond real estate—discover Amazon success.

Expand your investment portfolio beyond real estate—discover Amazon success.

# Case 2:24-cv-06635-JXN-LDW

Document 38-14 PageID: 2921

Hook 2

# Filed 07/23/24

Page 22 of 150

### Audience

Real Estate Investors

**Rusiness News Readers** 

**Investment Services** 

Done With You Wide

Amazon Businesses

Travel Buffs

Luxury Shoppers Shopping Enthusiasts

Value Shoppers

Master FRA

Technophiles

Avid Investors

Travel Buffs

Luxury Shoppers

Shopping Enthusiasts

Banking and Finance

Frequently Eat Out

Real Estate Investors

Investment Services

Done With You Wide

Amazon Businesses

Done With You LongTail

Starting a Business Soon

**Business News Readers** 

Frequently Eat Dinner Out

Done With You LongTail

Starting a Business Soon

Hook 1

Hey Real Estate investors, do you want to Turn property profits into passive income with . Expand your investment portfolio beyond real estate—discover Amazon succ Real estate savvy? Leverage that instinct in Amazon's marketplace. Hey Investors! Transform your strategy with Amazon's vast opportunities.

Stay ahead in business with Amazon. Start now!

Elevate your investment service with Amazon's powerful platform. Not alone in your Amazon journey-our experts are with you!

Own an Amazon business? Maximize your results with our help. Specialized Amazon strategies for niche markets-learn more!

Kickstart your Amazon business-effortless setup, fantastic results.

Travel more, worry less. Your Amazon store runs while you explore. Luxury shoppers deserve luxury earnings. Start your Amazon store now!

Turn your shopping passion into profit with Amazon!

Budget-savvy? Apply that to running a cost-effective Amazon store.

Online Business for Sale Looking to buy an online business? Start with Amazon! Bmbmatrix

Master Amazon with Bmbmatrix strategies-start now!

Become a Master of Amazon FBA—our course shows you how.

Finance professionals: Turn your skills into Amazon success. Tech lovers: The latest Amazon strategies need your touch.

Dine out often? Fund those meals through Amazon earnings.

Turn your dining out habit into an investment with Amazon.

Real estate savvy? Leverage that instinct in Amazon's marketplace.

Expand your investment portfolio beyond real estate—discover Amazon success.

Informed by the news? Use that edge for Amazon success.

Help your clients win big on Amazon-start today!

Imagine your Amazon store thriving, with expert help every step.

Skyrocket your Amazon sales with proven strategies. Tailor-made Amazon success plans waiting for you.

New to business? Amazon is a great place to start—and thrive!

Fund your travels with your thriving Amazon business.

Indulge in more luxury with profits from your Amazon business.

Shop high-end? Sell high-end on Amazon and profit. Stretch your dollar further with an Amazon business.

Value Shoppers Online Business for Sale Your next business venture awaits on Amazon-explore listings.

Looking to diversify? Amazon might be your smartest play yet. Informed by the news? Use that edge for Amazon success.

Help your clients win big on Amazon-start today!

Imagine your Amazon store thriving, with expert help every step.

Skyrocket your Amazon sales with proven strategies.

Tailor-made Amazon success plans waiting for you.

Starting a business? Make Amazon your success story.

Fund your travels with your thriving Amazon business. Indulge in more luxury with profits from your Amazon business.

Love shopping? How about making it your business on Amazon?

Stretch your dollar further with an Amazon business.

Your next business venture awaits on Amazon—explore listings.

Revolutionize your Amazon sales with Bmbmatrix insights.

FBA secrets unveiled for serious sellers. Join our master class.

Banking on a new venture? Amazon's marketplace awaits. Gadget guru? Turn that passion into profits on Amazon.

Turn your dining out habit into an investment with Amazon.

Hook 3

Serious about investing? Amazon's marketplace is the frontier.

Daily business reader? Turn those insights into Amazon earnings.

Investment pros—Amazon is a gold mine waiting for you.

Partner with us-take your Amazon business to new heights.

Amazon sellers: Boost your store's performance today!

LongTail market on Amazon? Perfect your strategy with our help.

New to business? Amazon is a great place to start—and thrive!

See the world while your Amazon store earns for you

Shop high-end? Sell high-end on Amazon and profit.

Shopaholic? Use that flair to curate a winning Amazon store.

Value shoppers make great Amazon sellers—find out why!

Purchase a ready-to-go Amazon business and hit the ground running.

Harness the power of Bmbmatrix to boost your Amazon business.

Master Amazon FBA and watch your profits soar.

Finance savvy? Apply it to dominate the Amazon marketplace. Technophiles thrive on Amazon—find out how with our tools.

PageID: 2922

Platform	Lenght	Туре	Link
Facebook	2:50	VSL	https://drive.google.com/file/d/11pERfg-F3ffto-vkkAZpb-WSr2vBtnSV/view
Tiktok	0:38	short	https://drive.google.com/file/d/1j15IPK0gGYsp3NTHMaBxtDB6coZwZKGv/view
Tiktok	0:07	Short	https://www.canva.com/design/DAGF_ZWoZ_g/9ijmKvz14C4paWZ7t222Xw/edit?utm_content=DAGF_ZWoZ_g&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Tiktok	0:07	Short	https://www.canva.com/design/DAGF_ZWoZ_g/9ijmKvz14C4paWZ7t222Xw/edit?utm_content=DAGF_ZWoZ_g&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Tiktok	0:07	Short	https://www.canva.com/design/DAGF_ZWoZ_g/9ljmKvz14C4paWZ7t222Xw/edit?utm_content=DAGF_ZWoZ_g&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGF_rWc718/CbG5YDYQxIRyJkXDM5K9GQ/edit?utm_content=DAGF_rWc718&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGF_g7ffzc/LBz8EXDfi78ATKboegQJPQ/edit?utm_content=DAGF_g7ffzc&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGF_6NxVQ4/1LANEKFj09EiOnEcPAQyhA/edit?utm_content=DAGF_6NxVQ4&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGF_6NxVQ4/1LANEKFj09EIOnEcPAQyhA/edit?utm_content=DAGF_6NxVQ4&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGF_6NxVQ4/1LANEKFj09EiOnEcPAQyhA/edit?utm_content=DAGF_6NxVQ4&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Tiktok	0:07	Short	https://www.canva.com/design/DAGF_ryto8E/Ekj77doDpZQeMYfPcWQX2w/edit?utm_content=DAGF_ryto8E&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Tiktok	0:07	•	https://www.canva.com/design/DAGF_6NxVQ4/1LANEKFj09EiOnEcPAQyhA/edit?utm_content=DAGF_6NxVQ4&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	https://www.canva.com/design/DAGGJ48ufAU/BjiBRgyf3WQYkMLMpKsK8Q/edit?utm_content=DAGGJ48ufAU&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton
Facebook		static	$https://www.canva.com/design/DAGGKM-0qxU/mx7iA1vNbyMlv83bQmtffw/edit?utm\_content=DAGGKM-0qxU&utm\_campaign=designshare&utm\_medium=link2&utm\_source=sharebutton$
Facebook		Short	https://www.canva.com/design/DAGGKClkrGo/GC0RuD00iltdwsObVeVNEg/edit?utm_content=DAGGKClkrGo&utm_campaign=designshare&utm_medium=link2&utm_source=sharebutton

strong promise, if you dont generate money in the first 90 days we will work for you for free until you do

strong promise, if you dont generate money in the first 90 days we will work for you for free until you do

### For travelers ? No promise of income. Not approved. updated this version 05-24-2024

Text font hard to read. Need some sort of promise. Why should people click here? Are we trying to attract people with no money for travel? Added a second version 05-25-2024 Maybe should talk about location freedom thanks to Amazon business income Added a second version 05-24-2024

Change font on top. Give promise of income or returns. Otherwise good to test. **Update 05-24-2024** 

Don't have permission to see - Permission added 05-24-2024 Ugly AF

Comments on this one?

this look great, lets change the logo to LLCFUNDS.com Added a second version 05-24-2024 this look great, lets change the logo to LLCFUNDS.com Added a second version 05-24-2024



From: Yvette M <yvette@hourlyrelief.com>

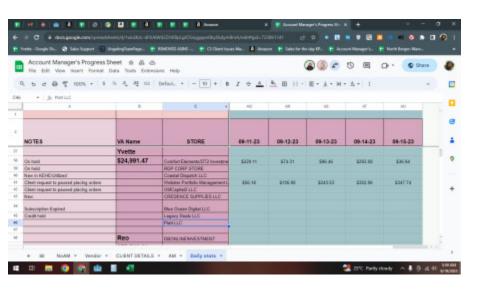
To: Steven R <steven@sales.support>
Cc: Gee B <amber@wraithco.com>
Date: Mon, 18 Sep 2023 18:02:12 -0400

Hi Steven,

Please review my work including my Daily Activity Report. Please let me know if you have any questions.

Thank you and have a great day!

ank you and have a great day:	
TIME	ACTIVITY
09:00 PM - 01:55 AM	Order Team Daily Meeting, Updating Sales for the day KPI Vendor/Account Manager, Repricing, Updating KEHE SKU BB & Cost, Updating Orders KPI Vendor/Account Manager, Updating KEHE Master PO sheet, Re-checking stocks, Request for Vendor Wholesale Account in KeHE Checking client stocks limit, Placing Orders and KEHE Team Meeting, Meeting with Jerdonna
01:55 AM - 02:55 AM	BREAK
02:55 AM - 06:00 AM	KEHE Team Meeting,Repricing, Sourcing KEHE Regular, Updating Warehouse Expected Orders- Invoiced, Meeting with Jerdonna, Re-Con Updating Daily Placed Orders Report, Updating total sales for today, Account Manager's Progress Sheet and Making my Daily Activity Report
06:00 AM	OUT



# **EOD REPORT**

EOD - 4/30/24 Melissa Outbound Calls: 15 Appointments:2 Rebooked: Call Back Scheduled: Hours Logged:

-( 5/1/2024) (Wes) (Referral) Has been speaking to other companies that offer FBA and close to signing a contract.

Document 38-14

PageID: 2925

But he is interested in understanding the scope of our services are we full service including partners for brands logistics.

Needs a full service from A-Z

Please refer to these links to make people more accustomed to our youtube channel

Youtube FAQ links

Remember to select appropriate dispositions!

**Call Disposition** 



All calls need to be marked with a disposition

BDR Rep	Select yourself as a new BDR when you establish communication with a lead
Following Status	Add yourself as a follower
Notes	Please follow the notes format and fill in for each lead you called.

# (SHORT VERSION) BDR Checklist: Checklist version

- #1: Where are they now current amazon store or no this may come up from asking #2 demand. Info gathering stage, etc?
- #2: How did you learn about us?
- #3: Demand What about our ad made you want to book a call
- #4: Profit how much do you want to make? Goals?
- #5: Timeline How soon do you want to make money?
- #6: Funding and Money Qualification for financially see money we need to know if they have \$\$ or need \$\$ or bad credit.
- #7: Who is the decision maker spouse / business partner
- #8: Properly confirm appointment Please open your email and accept the meeting invitation. (Confirm timezone) Confirm the environment for the scheduled call is suitable for a senior advisor. Otherwise, RESCHEDULE.
- #9 Set correct caller disposition if you did something like book an appointment, or schedule a call back etc.

# Opening - LEAD ( NO APPOINTMENT YET) WARM

Hey {PROSPECT'S NAME} this is {YOUR NAME} with The FBA Machine. I am calling because you requested information about starting an Amazon business or having it managed for you.

With your permission... I'd like to ask you a few questions to make sure it's going to be a good use of your time... and to see if our program will be helpful for you. Is now a bad time to speak?

If says not interested, go here

# Opening - LEAD ( APPOINTMENT UPCOMING) WARMER

Hey {PROSPECT'S NAME} this is {YOUR NAME} with The FBA Machine. I am calling to confirm your appointment for \_\_\_\_\_ at \_\_\_\_ O'clock. Is that still going to be a good time for you? you requested information about starting an Amazon business or having it managed for you. I just wanted to see if you had any additional questions , in order to make sure it's going to be a good use of everyone's time.

With your permission... I'd like to ask you a few questions to make sure it's going to be a good use of your time... and to see if our program will be helpful for you. Is now a bad time to speak?

If says not interested, go here

# Opening - LEAD (REFERRAL - COLD TRAFFIC) COLD

Hey, is this {PROSPECT'S NAME}? You requested information about starting an Amazon business or having it managed for you.

With your permission... I'd like to ask you a few questions to make sure it's going to be a good use of your time... and to see if our program will be helpful for you. Is now a bad time to speak?

If says not interested, go here

**#1: Where are they now - (Amazon expert or newbie)** 

# Are you currently selling on amazon?

• YES, I have a store already

Well just so you know... Our cofounder, Steven has been doing amazon fba for 10 years now. We managed 120 million in assets on Amazon, our investors are earning from 5,000 to 100,000 per month. We set you up with US-based suppliers from our trusted list who you can buy wholesale from (thousands of products to suit your budget) and we retail them on amazon.com. Everyday name brands like Lyson, Johnson and johnson, Sony, etc.

Hold your hand through building your amazon store, to sell at a profit of up to 30% ROI.

(Use just 1 of the options below to continue)

- **Just curious...** Use a curious tone. Where do you need the most help with your amazon store?
- Specifically, is there something you are struggling with, or was there anything in particular you were looking for help with since you're already selling?

Make note of the response then go on to #2 Demand

• NO, I don't have a store yet.

No problem... we can discuss this.

I get that you probably filled out a bunch of forms for starting an online business, I've done this before... What we do is... We help investors build

Attachment C PX36 002411

Amazon businesses, or we manage their amazon business for them... Which one are you? (Make note of the response)

Well just so you know... We managed 120 million in assets on Amazon, our investors are earning from 5,000 to 100,000 per month. We set you up with US-based suppliers from our trusted list who you can buy wholesale from (thousands of products to suit your budget). go to #2: Demand

# #2: REFERRAL SOURCE : Optional

I'm curious, how did you find out about us?

Update the contact field in the CRM under "How Did You Learn About Us?"

# 2.3 Demand:

Has something happened or not happened recently that has you thinking about starting an Amazon Business?

Make note of the response then go to #3: Ad

2.4 Demand: Second level of demand

Why is this important for you?

2.5 Demand: Third level of demand

What will that do for you then?

#3: Ad -

Ok, that's great. I'm curious... What about our ad made you want to book a call?

Make note of the response then go to #4: Timeline

# #4: Timeline - how soon?

**Ok. Thank you for answering these questions...** I'm making notes so your advisor can be prepared for your call... I wonder if you can tell me... How soon were you thinking of starting an Amazon store?

• If not now, or within a month. What is stopping you from starting now? Or What are the challenges that are stopping you from starting now?

Make note of the response then go to #5: Money

# **#5 Money you want to make?** (use just 1 of the options below)

- I'm curious, what are your goals, specifically how much do you want to make per month from your Amazon store?
- I'm curious... Use a curious tone. How much profit are you looking to make per month from your Amazon store?

# If you get a clear answer, make note of it and say:

That sounds great, that is easily achievable with Amazon. (go to #5: Money to invest)

If you don't get a clear answer (they say something like "the sky's the limit" or "as much as I can make" or "I don't know"), say:

"We all want to make a lot of money, I agree, but to make sure we are meeting your goals there has to be a realistic target set. For example, if you wanted to make 5K in monthly profits you would need to start with 25K. We can say this based on clients stores that we manage, for every 10K that they put in they see a return of 2K. Does that make sense?"

Do you have access to that kind of Capital?

Attachment C PX36 002413

If YES, go to #5.1: Is this liquid cash? Or If NO, go to #5.1: Funding Options

# **#5.1 Money to invest?** (use just 1 of the options below)

- Every investor we work with has different goals, and resources....
   How much money do you have set aside to get the business started?
- Our most successful clients have at least \$10,000 to get invested in their Amazon store. Is this something you have available in liquid capital?
- I'm sure you are aware a business needs capital/investment to make money... How much capital do you have set aside to get the business started?

If contact does not want to answer about capital they have:

- And instead says: "How much does your service cost?" go to here
- And instead says: "How much do I need to start with?" go to here

If contact answers by providing a dollar amount, make note of it then go to here

**Is this liquid cash in the bank**, or from investments (like stocks, a 401k or real estate, etc)? Make note of the response, if liquid capital then go to #6: Decision maker

If contact said that they have less than \$3500, say:

Yeah {PROSPECT}, so it's not a problem you only have (say back what they have - \$1,500...), So what I would recommend at this stage would be our funding program... because in order to make [X - \$5,000] per month you would need at least {\$15,000} to \$20,000 in inventory... Does this make sense?

Attachment C PX36 002414

If Yes for funding (go to <u>Credit score details</u>), If No, go to <u>:Not interested in Funding Options</u>

If contact have more than \$3500, make note of amount, then go to #6: Decision maker

# **#5.2 Credit repair or Funding Option:**

# Credit score details

"Not a problem, the most successful men and women in the world leverage other people's money. And this starts with a good credit score."

# (Use just 1 of the options below)

- With your permission... (don't stop and wait for permission just ask the question) I'd like to know more before we start your amazon store... Would you mind telling me... do you know your current credit score?
- With your permission... (don't stop and wait for permission just ask the question) I'd like to ask you a few questions to make sure it's going to be for your benefit...what is your credit score?
- ... Do you know your current credit score?

If contact says "I don't know my score" - suggests using one of the following to find out what it is: [ (places to go to check credit score) IdentityIQ, CreditKarma, Experian]

If the Credit score is less than 700, say:

**No worries, no problem, thanks for that** ... Before we can get you started for funding, we need to get that credit score up Above **720**.

So the next step is to work with our credit managers to get started on fixing your credit. **Are you open to this** {PROSPECT}? If answer is Ves click here, If answer is click here

If contact says "I don't know my score" - suggests [IdentityIQ, CreditKarma, Experian (places to go to check score)]

If says YES, continue with credit repair questions below:

- Any Late payments that you are aware of?
- Most of our successful investors at one point may have had a bankruptcy in the past...
   Have you ever filed for Bankruptcy?
- Are you aware of... any Open Collections right now?
   If yes, How long ago?
- How Much?
- How much total credit do you have combined with all credit cards?
- How much do you owe in total for all credit cards?
- Do you have a Business?
   If Yes, How profitable is it?
  - go to #6: Decision maker

If the Credit score is 700 or above, go to #6: Decision maker

# Not interested in credit repair/funding

You know if you want a KFC/McDonalds franchise you need a million dollars to start that business, right? In the same way you want to make money on Amazon you will need capital for

inventory. No Inventory means no sales means no ROI! So with that in mind, is "no" still your final answer? If still not interested then go here If Yes, go here go here

#6: Spouse / decision maker - Who is the decision maker? (use just 1 of the options below)

I know your time is valuable, so just a few more short questions... with your permission - is there someone else who makes important financial decisions with you who needs to be on the F/U call? Like a spouse or business partner?

or

Is there someone else who makes important financial decisions with you who needs to be on the call? Like a spouse or business partner?

# **#7: Properly confirm appointment**

- Confirm best time to meet with senior advisor
- Confirm time zone of contact (for booking correctly on calendar)

# After appointment is successfully scheduled, say:

"Great {PROSPECT'S NAME}! Sounds like this is going to work out for you. I'm so excited to set you up with your advisor. I have scheduled your call with (Wes/Wendy) on (day) at (time). Look out for our YouTube link in a text message... Do you have your email handy?

Please open your email and accept the meeting invitation. This way we know we are all on the same page. Also will you be able to be in a quiet environment, or at this time will you need to make dinner or take care of kids? (Ensure that the scheduled time will be distraction free)

# Closing

Our office and main warehouse is located at North Bergen, New Jersey. We have 8 warehouses located in strategic locations in the US (Close to Amazon hubs). After this call I will send you links to our company's YouTube channel and also some testimonial videos. Please check them out before your appointment starts for more information. Have a great day. Bye.

**Use Call Disposition: Appointment Confirmed** 

**Wrap up call**: {Prospect}, based on what you have told me so far, we don't see a way to help you at this time. If things change financially in the future or you decide to go the credit repair route, you may reach out to us again. Thank you for your time.

Use call disposition: Unqualified

Attachment C PX36 002418

### Refuses to answer any qualifying questions, say:

We just want to make sure this is going to be a good fit for you since this is a business, not a one time product purchase. How do we know if this is a good fit for you short term or long term? "

Document 38-14 PageID: 2936

### Cost of our service

For set up, we charge a fee but depends on what you are interested in (Senior Advisor will go over the options in detail with you).

### How much to start?

There's no minimum for inventory, what you start with depends on what your monthly goal is. Example, if you wanted to make 5K in monthly profits you would need to start with 25K in inventory. This is based on the 20% average ROI that we see with client stores we manage. Do you have access to that kind of Capital?

If YES go to #5.1: Is this liquid cash? Or If NO go to #Credit Score Details

Top | Money to invest | Monthly Goal

### Stall tactic from customer

Customer: I'm no longer interested in this, or this was a long time ago.

I understand... real quick for my records... have you found what you were looking for... Did you start a business already?

<u>Potential answers:</u> I was just looking for information. No... it's too expensive, etc... (Don't stop here... repeat what they say or say I understand... then dig a little deeper)

If it's too expensive... then say, (no problem/I understand/thanks for telling me, etc.) Would you mind telling me what you were thinking as a starting budget for your business?

If no... then say, (no problem or I understand or thanks for telling me, etc.) would you mind telling me what you were looking for when you filled out the information about starting an online business?

Repeat what they said.

If it is something that we can help with (example funding option or credit repair etc), say:

"We can help you with that!"

Then continue with the topic that the contact is looking for help with. Your questions must now be relevant to the contacts concerns.

Top | Money to invest | Monthly Goal | Credit Repair / Funding option

### BDRs: WHAT IS A QUALIFIED (customer) >> To move to a closer

- 1: They need at least \$1,500 in liquid or credit OR 690 or better credit score. If not \$\$\$, then some sort of qualification (Business, luxury hobby, etc)
- 2: Ready to move **now**, their why has to be strong. Not in 2025. Next 2 weeks or less.
- 3: Decision makers both need to be on the call. (Unless there is only one decision maker.)
- 4: Need a good confirmation time. (no kids to watch, silence in background, no answering the door for amazon delivery, not in the car, no DISTRACTIONS)
- 5: Potential clients can be outside of the US but their Amazon business must be US registered/based. (to be clear we are only building US Amazon stores, are you ok with opening a US based Amazon store?)

### **NOT QUALIFIED Leads**

- Less then \$1,500
- Collect funds to get started
- Klarna, Affirm
- OR SCHEDULE FOR MELISSA

### 2 Options

- 1. Credit Repair
  - -\$99 a month recurring
  - -Dispute and Monitoring
  - -Will start fixing credit right away
- 2. FUNDING repair Costs
  - -\$1,000 (Split it into payments \$200 x5. 250x 4
  - -Klarna, Affirm

## Script 2

#1: Where are they now - (Amazon or newbie)

#2: Demand: How did you learn/find out about us?

I'm curious, how did you find out about us?

#3: Ad

#4: Timeline - how soon?

#5 Money you want to make?

#5.1 Money to invest?

#5.2 Credit repair:

#5:1 Credit repair

# 5:2 Funding

#5.4 Funding fee of \$1,000 is required to get started. Good credit and you are /collecting \$1,000

#6: Spouse / decision maker - Who is the decision maker?

#7: Properly confirm appointment

WHAT IS QUALIFIED (customer)?

IF THE PERSON IS QUALIFIED...

Closing

THE OFFER

**REBUTTALS** 

New Questions and statements to improve on:

### Script 2

### **BDR Checklist:**

https://docs.google.com/document/d/1m5VrmTC36IMiRG5MQKbuc-TAf4UWpgjdIjhL8zCLgqg/edit

**#1: Where are they now -** (Amazon or newbie)

Hey {PROSPECT'S NAME this is {YOUR NAME} you filled out a **form** on (day) about starting an **Amazon business**, (or building passive income on Amazon), curious **where you are** in your Amazon journey, (or I'm reaching out (or calling) to answer questions **about your Amazon business**. **Where are you in the process**, (or where are you in your Amazon journey?)

Hey {PROSPECT'S NAME}, I'm {YOUR NAME} with The FBA Machine. I am calling because you requested information about starting an Amazon business or having an Amazon business managed for you.

With your permission... I'd like to ask you a few questions to make sure it's going to be a good use of your time... and to see if our program will be helpful for you. (is now a bad time to speak?) Are you currently selling on amazon?

• Yes, I have a store already

Well just so you know... We managed 120 million in assets on Amazon, 250 investors who are earning from 5,000 to 100,000 per month. We set you up with 1,000 US suppliers who you can buy wholesale from (thousands of products to suit your budget).

Hold your hand through building your amazon store, to sell at a profit of up to 20%.

- **curious...** Use a curious tone. Where do you need the most help with your amazon store?
- Specifically, is there something you are struggling with, or was there anything in particular you were looking for help with since you're already selling?

### Top

• No, I don't have a store yet.

No problem... we can discuss this.

I get that you probably filled out a bunch of forms for starting an online business, I've done this before... **What we do is...** We help investors build Amazon businesses, or we manage their amazon business for them... Which one are you?

Well just so you know... We managed 120 million in assets on Amazon, 250 investors who are earning from 5,000 to 100,000 per month. We set you up with 1,000 US suppliers who you can buy wholesale from (thousands of products to suit your budget).

Top

### #2: Demand: How did you learn/find out about us?

I'm curious, how did you find out about us?

Optional: Has something happened or not happened recently that has you thinking about starting an Amazon Business?

### Push back

I get that you probably filled out a bunch of forms for starting an online business, I've done this before... What we do is... We help investors build Amazon businesses, or we manage their amazon business for them... Which one are you?

#3: Ad

Ok, that's great. I'm curious... What about our ad made you want to book a call?

### #4: Timeline - how soon?

Ok thanks for sharing... (**Thank you for answering these questions...**) I'm making notes so your advisor can be prepared for your call... I wonder if you can tell me... How soon were you thinking of starting an Amazon store?

- Why now? Or... if not now.
- Why then?

Top

### **#5 Money you want to make?**

- I'm curious, what are your goals, specifically how much do you want to make per month or year?
- I'm curious... Use a curious tone. How much profit are you looking to make per month from an Amazon store?

### **#5.1 Money to invest?**

Every investor we work with has different goals, and resources.... How much money do you have set aside to get the business started?

Or

**What we say -** Our most successful (clients) have at least \$10,000 to get invested in their Amazon store. Is this something you have available in liquid capital?

I'm sure you are aware a business needs capital/investment to make money...

I'm curious... How much money do you have set aside to get the business started?

ANS: I have only 4k

(no problem we can get started with as little as 3,500)

Is this liquid cash in the bank, or from investments like (like stocks, a 401k or real estate, etc)?

Top

### Financial Constraints / problems

### #5.2 Credit repair:

**Go to payment link** 

If unqualified, go to into ...FUNDING / Financial Constraints below

Not a problem, the most successful men and women in the world leverage other people's money. And this starts with a good credit score.

### #5:1 Credit repair

- With your permission... (don't stop and wait for permission just ask the question) I'd like to know more before we start your amazon store... Would you mind telling me... do you know your current credit score?
- With your permission... (don't stop and wait for permission just ask the question) I'd like to ask you a few questions to make sure it's going to be for your benefit...
- ... Do you know your current credit score?
- With your permission... (don't stop and wait for permission just ask the question) Would you mind sharing your credit score, this way we can know best how to help you (build your credit) and your Amazon store?

Ans: < 700 credit score.

<u>Top</u>

No worries, no problem, thanks for that (use just 1)... Before we get started we need to get that credit score up Above 720.

So the next step is to work with our credit managers to get started on fixing your credit. **Are you open to this (prospect name)?** 

To repair your credit and secure funds for your business, we start by collecting \$1,000, granting you access to financing

or

Great... Here's the process to repair your credit, first we work on your credit and then get you money to start your business... To start this we collect \$1,000 to repair your credit, this will give you access to financing.

I can send you the <u>link</u> now. **How would you like to get started?**<u>Top</u>

**Go to payment link** 

Ans: I don't have \$1,000

Not a problem... tell me (Name) if you did have 1k would you do it?

### #5:2 Funding

If funding (Money or cash) is required then 👉 Go to Credit repair questions

BDRs: Credit Repair SOP to Collect \$1,000 for credit repair.

https://docs.google.com/document/d/1lqw5Bp57ipt28Ajx-FE-eEAUcJUvlgfjMyDqBiGT938/edit#heading=h.wiul2pkblcew

### Credit repair and funding link

**\$1000** Credit Repair **Klarna and Affirm Link** - https://buy.stripe.com/00g6rl87K0aV6Gc5kw

### If there is push back us the following below

- You know if you started a KFC (McDonalds) you need 1 million to start this business, right?
- Would you be open to getting financing to start your Amazon business?

### **Credit repair question:**

**With your permission...** Would you mind sharing your credit score, this way we can know best how to help you to build your Amazon store?

#### Q: Rebuttal: What is the interest rate?

Great question, depends on the lender and your credit score. Your funding manager /credit repair manager will go over this in detail.

<u>Top</u>

## #5.4 Funding fee of \$1,000 is required to get started. *Good credit and you are /collecting* \$1,000

In order to get the process started... There is a fee of \$1,000... but it's credited back to you once you get funded.

Yeah {PROSPECT} so it's not a problem you only have (say back what they have - \$1,500...) So what I would recommend at this stage would be our funding program... because in order to make [X - \$5,000] per month you would need at least {\$15,000} to \$20,000 in inventory...as an example... **Does this make sense?** 

Go to <u>fo</u> Go to credit repair questions

### **#6: Spouse / decision maker -** Who is the decision maker?

I know your time is valuable, so just a few more short questions... with your permission - is there someone else who makes important financial decisions with you who needs to be on the F/U call? Like a spouse or business partner?

Is there someone else who makes important financial decisions with you who needs to be on the call? Like a spouse or business partner?

Top

### **#7: Properly confirm appointment**

Great...{PROSPECT'S NAME} sounds like this is going to work out for you. I'm so excited to set you up with your advisor. I have scheduled your call with (We/Wendy) on (day) at (time). Look out for our YouTube link in a text message. Our CEO Steven will show how... Do you have your email handy?

Please open your email and accept the meeting invitation. This way we know we are all on the same page. Also will you be able to be in a quiet environment, or at this time will you need to make dinner or take care of kids?

Top

That sounds great, that is easily achievable with Amazon.

### If a person doesn't want to answer any qualifying questions

If a person doesn't want to answer any qualifying questions, ask them:
"We just want to make sure this is going to be a good fit for you since this is a
business, not a one time product purchase. How do we know if this is a good fit
for you short term or long term?"

no minimum for inventory\* for set up we charge a fee but depends on what you

are interested in (Senior Advisor will go over in details)

Top

### WHAT IS QUALIFIED (customer)?

- 1: They need at least \$3,500 in liquid or credit
- 2: Ready to move now, their why has to be strong. Not in 2025. Next 2 weeks or less.
- 3: Decision makers both need to be on the call.
- 4: Need a good confirmation time.
- 5: Potential clients can be outside of the US but their Amazon business must be US registered/based.

### **Example:**

- If they have kids, is there a sitter, or someone to watch them so the call is not interrupted.
- Can they be on time without disruptions/interruptions.
- If it's dinner time.

### IF THE PERSON IS QUALIFIED...

- So what I recommend for you is THE COMPLETE STORE SETUP.
- It would take about 15-20 minutes. Confirm once again that the current time is good, **or**
- set up time with senior associate
- •

### Top

### Closing

Well, we are the FBA Machine. Our office is located at North Bergen, New Jersey. We have been in business for over 9 years. Our website is thefbamachine.co and we are on youtube as The FBA Machine. We also have 8 warehouse locations in the US with the main location in Kearny, New Jersey. Steven has been doing this for over 9 years and managed over 120 million in lifetime sales. Please check out the company's YouTube channel before the call starts for more information on his program and coaching style. https://youtube.com/@thefbamachine

Top

### THE OFFER

- Alright, so we will work with you to open an Amazon seller account. (If they already have one that's a plus)
- After the store is approved by Amazon, we open accounts with suppliers and distributors. (In the USA only)
- We will then integrate your store with our program that's called SALES.SUPPORT. Sales.support assist in making managing your store much easier and faster. EG. It has a repricer tool to help price your products. Also it will aid in selecting products from a catalog containing thousands of products to suit your budget.
- Once a purchase order has been created and paid for, those items are then shipped to our warehouse, (if you have a warehouse that's fine) we then check them, prep and pack them to be sent to Amazon to sell as FBA items.
- We will assign a virtual assistant to your store who will work with you for a month. The Virtual Assistant will help with opening vendor accounts, navigating your store, making sure you are making profits, enlisting catalog of items on

your store and also work to ungate your store to include multiple different categories, so we will be able to sell a wide variety of items on your store.

Also we will be giving you an Amazon wholesale course. This will give you
all the background knowledge you need to efficiently manage your store.

Top

### **3**REBUTTALS

Go to Rebuttals and Objections master list <a href="https://docs.google.com/document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://docs.google.com/document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://docs.google.com/document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx</a> <a href="https://document/d/1PxyW553ffljDfUIMmn8DArl4ui7ECTgCIllx">https://document/d/1PxyW553ffljD

### LISTEN AND OFFER REBUTTALS

if you continue to pitch, the client will say you're "being pushy". DO NOT BE PUSHY!!!

Client Says	Issue	Response
1 7 7	lient isn't comfortable ving forward right now.	
		Not <b>Not a problem</b> <mark>(use ncerned tone)</mark> If your wife sare you still going to go through with this?
		our wife going to be involv business? If not, then it so ke you just want to make s e's ok with it and you would vered under our refund po
ome time to review the document then get back	pt comfortable OR not	

Document 38-14 PageID: 2950

<mark>to you.</mark>	terested. Explain the product better.	
	is line will tell you why ey are not ready and a can TALK about that.	y part in particular do you r time to think about?
		ny did you think this would good fit for you initially?
		u said you wanted , do nink this can get that for yo
How do I know this is not a Scam?	No trust established	
		to our social pages - <u>yout</u> d <u>Instagram</u> , Let me send some testimonials.
		Ve offer a money back refuat's also protected by VISA ur side but that would caus m if you created a dispute, ou're ever not happy, you jume back to me and I will hyour payment refunded.
on't have enough money to pay now.	Funding Issue	
		. How much do you have to you started today?
		ollect a deposit to lock in the
I'm not ready to start now.	t enough interest. Not comfortable	
		y were you originally intere in this offer?
		w long do you think you wa nk about this? What happe

Document 38-14 PageID: 2951

		that time comes and you st even't made the commitme How will that affect you ?
		y do you need that extra m ?
		ou delay it longer, it might rearder for you to get started atting harder by the month vertications and our offer is free obligations
I need to read the fine print		'e do not have a fine print.  If a money back guarantee e more interested in long to usiness relationships, we d are for your sale when we o work with you long term an vide you resources for yea ome, but that's only if you'r good fit which is why we off money back if you don't ge started.
eed to get my LLC first before I get started	t ready to start. Needs more urgency	

**Attachment C** 002434 **PX36** 

	I would rather see you movered with this contract because you do, our team can he set that up correctly incluse resale certificate. If it's not correctly, our team may asked it so that amazon approximate you need to have to crified by amazon. You can ancel if you end up not mover and even after we help you the LLC, but I would read to see you have to do it to because you did somethin incorrectly the first time.
	ur team has a referral for L much cheaper and takes a 1-2 days only.
	e have some really good \ at just became available froughter jobs, so the good one usually get booked quicke
	so, I want to add , if you do irted with this now, the con fully refundable because it's SA so if anything changes an just contact me and I wil ahead and reverse it.
	vould be in your benefit cau an lock in a better VA that t re experience, at the same hile you still have time to th bout it and cancel if anythi changes.

ocume	m	<b>3</b> 8	-14
Pagel	D:	29	53

I will need to do some research	hat's fine, everything is on dit card so you still have tir your research then if you do ot to go forward we could jour issue a refund. There is not obligation.
How much can I make ?	s based on the ROI you tar nd how much funds you ha available to start.
	ou calculate your ROI at 25 ould be 2500 for every \$10, or 25k for 100k.

### Top

### New Questions and statements to improve on:

They have burned - I understand you have been burned before...

## **Example:**

- If they have kids, is there a sitter, or someone to watch them so the call is not interrupted.
- Can they be on time without disruptions/interruptions.
- If it's dinner time.

# Ecommerce consulting contract Amazon FBA Wholesale Automation 20k

Initial Consulting Fee "Store Infrastructure Fee" - this goes directly towards warehousing expenses, full-time employees & benefits, consulting expertise, web build & store build, product selection, & initial inventory: Price \$20,000 Quantity 1 Total Price \$20,000

Management Fee - \$199 or 35% Minimum management fee of \$199 per month or thirty-five percent (35%) of net profit - this fee begins the following month after fulfillment of initial payment:

Price \$199 ~ Monthly \$199 ~ Total Price \$199

Software Fee - Fee paid directly to software provider: Price \$99 ~ Monthly \$99 ~ Total Price \$99

Minimum Working Capital - \$10,000 This is the minimum requirement of available credit or capital to cover inventory & wholesale price of drop shipped items.

Amazon pays every two weeks, and this money covers orders until the scheduled store

payout.

Recommended credit available for the expedited scaling process is \$15,000.

Total one-time fee: \$20,298

This E-Commerce Consulting Agreement ("Agreement"), is dated as of, August 10, 2022, by and between PASSIVE SCALING INC, a New Jersey Corporation company, whose address is 223 Veterans Blvd., Carlstadt, NJ 07020 (hereinafter "Consultant"), and J (hereinafter "Client").

WHEREAS, Client desires to engage Consultant's services, as an independent contractor, upon the terms and conditions herein set forth; and WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth; NOW, THEREFORE, Consultant and Client (together, the "Parties"), for \$20,000.00 and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with one (1) e-commerce store on the Amazon platform. (including one (1) substitution-account) store: CONSULTANT'S SERVICES - Consultant agrees to perform the following services ("Services"): Maintain Client's Store, including configuring the Amazon FBA storefront and configuring the front-end/back end systems necessary to manage the Store. Review, research, source, select, and list products for the Client's Store. Respond to customers' phone and email inquiries in support of Client's Store and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters. Maintain oversight of Client's Store and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client's Store (Client shall confer with its professional financial advisors concerning all financial inquiries).

## CLIENT RESPONSIBILITIES.

Client understands there is a period that will delay the commencement and commercial operations of the Store, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Store) where Client must complete certain obligations. Until Client satisfies all contractual and legal requirements for the creation and operation of Client's Store, Consultant cannot commence providing the Services as set forth in Section 1 of this Agreement. Within the

first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card issued through a United States federally insured banking institution with a minimum credit limit of fifteen thousand (\$15,000.00) dollars USD. In no event shall Consultant be responsible for payment of any kind and any other obligation under Client's credit card, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon FBA account or Store in Vacation Mode, such terms being defined or referenced on the Amazon FBA website or in other written materials made available to Client; and (ii) Client shall not allow its Store to remain shut down for more than ninety (90) days during the term of this Agreement.(B) Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services.

**COMPENSATION** - In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of twenty thousand two hundred and ninety eight dollars (\$20,298.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is non-refundable. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five percent (35%) of the Net Profit from Client's Store per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than E-Commerce Consulting Agreement due to breach of this Agreement by Client, there is no activity in Client's Store for said month (or a portion thereof, where such portion exceeds 15 days). Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment. TERM – This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a

period of two (2) years (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party, in accordance with Section 5.

**TERMINATION** – Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Store or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon FBA may take from time to time, Consultant may Pause Client's Store, which, Consultant may only reactivate, in Consultant's sole discretion.

**NON-DISPARAGEMENT** – During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

**SALES / USE TAX** – Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance.

INTELLECTUAL PROPERTY – Client understands that Client's Store is a service hosted on the Amazon FBA platform and not a distinct or severable product or service that can

be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon FBA, or any of Amazon's copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon FBA may hold (the "Intellectual Property Rights"). Further, Consultant cannot, and does not, grant or convey to Client any Intellectual Property Rights, whatsoever, in Client's Store, or Amazon FBA, and Consultant holds no legal or equitable rights in Client's Store.

**RESTRICTED ACTIVITIES** – Client acknowledges that during the Term of this Agreement Client will have access to Consultant's Confidential Information which, if disclosed, could assist in competition against Consultant by third parties. Client recognizes the highly competitive nature of Consultant's business, services, and its trade secrets, and that Consultant conducts its business electronically, through e-commerce, and throughout the United States. Therefore, Client agrees that the following restrictions on Client's activities are necessary to protect the good will, Confidential Information, and other legitimate business interests of Consultant, which restrictions are fair and supported by adequate consideration: shareholders, employees, Non-Competition, agents, the Term members of the Agreement, and for two (2) years following the termination of this Agreement (the "Restricted Period"), Client shall not be involved, directly or indirectly, whether as owner, partner, investor, consultant (paid or unpaid), agent, employee, coventurer or otherwise, with any business that manages, operates, or promotes ecommerce stores or e-commerce transactions on behalf of third parties anywhere in the United States, regardless of whether Client is physically located within the United States or outside of the United States. Non-Solicitation. During the Restricted Period, Client agrees that it will not, directly, or indirectly through another Person: (i) induce or attempt to induce any employee or contractor of Consultant to leave the employ or contract of Consultant, or in any way interfere with the relationship between Consultant and any of its employees or contractors, or (ii) induce or attempt to induce any customer, supplier, client, distributor, vendor, licensee, or other business relation of Consultant to cease doing business with Consultant, or in any way interfere with Consultant's relationship with any such party.

Non-Disclosure - The Parties agree not to use, reveal, make available, nor disclose, whether directly or indirectly, to any third party any Confidential Information for any purpose except as approved in writing by the Consultant. Further, the Parties shall (a) not assist nor enable anyone to access or use any of Confidential Information; and (b) not use nor exploit any of the Confidential Information for any purpose whatsoever except in accordance with the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as "Disclosing Party," and the Party receiving the Confidential Information shall be referred to as "Receiving Party."Notwithstanding the foregoing, Receiving Party will: 1) promptly notify the Disclosing Party, to the extent legally permissible, if Receiving Party becomes required by court order to disclose any Confidential Information; 2) cooperate with Disclosing Party if Disclosing Party decides to oppose or to seek to restrain such disclosure; and 3) subject to the foregoing, only disclose that information which its counsel advises it is legally compelled to disclose If at Disclosing Party's request, Receiving Party is unable to obtain a protective order or other injunctive relief above with respect to the Confidential Information referred to therein and Receiving Party is thereafter required by court order to disclose such Confidential Information, Receiving Party may disclose only such Confidential Information as is expressly required by the court order.

Maintenance of Confidential Information - The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own confidential information. Receiving Party shall also immediately notify the Disclosing Party, in writing, of any unauthorized use or disclosure of the Confidential Information. Confidentiality Term: Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their respective rights and obligation under this Section 9 shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as

such Confidential Information is deemed a trade secret as a matter of law. In signing this Agreement, Client acknowledges that he/she/they has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States, under this Section 9. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained in this Section 9, however caused, the damage to the Consultant would be irreparable. Client therefore agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF

CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL.CONSULTANT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, INTERRUPTION, CORRUPTION OR FAILURE OF PRODUCT, DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THE STORE. INCLUDING WITHOUT LIMITATION ANY ACT OR FAILURE TO ACT BY AMAZON OR ANY FORCE MAJEURE CONDITION (INCLUDING BY WAY OF EXAMPLE ONLY, ANY PUBLIC HEALTH ISSUE). AS A LIQUIDATED DAMAGES REMEDY AND NOT AS A PENALTY, SINCE DAMAGES TO CLIENT RESULTING FROM BREACH OF THIS AGREEMENT BY CONSULTANT ARE DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE TO CALCULATE, CONSULTANT SHALL ONLY BE LIABLE TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CLIENT, NOT TO EXCEED A TOTAL OF \$5,000.00 USD. AGREEMENT TO THIS PROVISION IS A MATERIAL INDUCEMENT TO CONSULTANT AGREEING TO ENTER INTO THIS AGREEMENT WITH CLIENT. THIS PROVISION 11.(C) SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY WITH ANY OTHER PROVISION IN THIS AGREEMENT.

## DISCLAIMERS AND RELEASE

CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY. INCLUDING. BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR TITLE WITH RESPECT TO

CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. Without limiting the foregoing, Consultant makes no representations or warranties as to: (1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Store, the products therein, or the data, information, content, software, technology, graphics, or communications provided on or through the Store; (2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Store or the approval or compliance of the Store or any software or information and content contained in the Store; or (3) that the Store will satisfy Client's economic needs and requirements or reach any particular level of sales, income, or net profits.

**Business Risk** – Client hereby understands that the creation and potential growth of the Client's Store carries financial and other risks. Client hereby understands that ecommerce is an ever-changing industry that is subject to numerous business risks, including but not limited to: (i) a changing legal environment in which regulations can emerge or change that affects the commercial sale of products through Amazon FBA via Client's Store; (ii) economic changes that affect consumer spending, the emergence of recessions due to economic and other issues (including public health issues) and the like; (iii) changes in the popular appeal of and demand for different types of Amazon FBA products; (iv) changes in Amazon's terms and conditions, which can materially affect or even interfere with the marketability of Client's Store or its products; (v) changes in international politics or economies, which may affect, among other things, the ability to package, distribute and ship Amazon FBA products, and the costs thereof; (vi) market forces, including increased and changing levels of competition for any given product from other sellers of such product; (vii) unforeseen events, force majeure, public health concerns, and other external events that could affect the performance of any Amazon FBA Store. Client hereby understands that there are no guarantees made by Consultant or otherwise as to the Store's sales, income, or profitability at any time, and acknowledges that Client is at risk of a total loss of his, her or their investment. Client acknowledges the substantial risks generally involved with an e-commerce business. Client recognizes that there is a possibility that subsequent to the execution of this Agreement, Client may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Client at that time may have materially affected Client's decision to execute this Agreement. By operation of this Agreement, and in particular the disclaimers of Consultant contained in the preceding subsections, Client assumes any and all risks of such unknown facts and such unknown and unsuspected claims and expressly releases Consultant for any liability which Consultant could have had in connection therewith in the absence of the release herein provided by Client to Consultant. Consultant encourages Client to only invest funds that Client can afford to invest in an illiquid basis over a longer-term and perhaps ultimately lose, and to consult Client's legal and/or business advisors prior to investing in the Store.Amazon FBA Terms and Conditions – Client hereby understands that Amazon FBA, from time to time, with or without cause, can and does suspend accounts for various reasons, some of which may not be obvious or justified in the Client's view. In the event Client's Store is suspended, Company will assist in sending an appeal on behalf of the Client and working with Amazon FBA to remedy the situation at no extra cost. Consultant makes no representations or warranties of any kind, however, that Amazon FBA will in such cases return Client's Store to active status. Furthermore, Client agrees and understands that the Consultant makes no guarantees or representations regarding the Store in relation to any Amazon FBA policy, whether currently in effect or as may be amended by Amazon FBA from time to time. Client understands that Consultant has no control over or input in when and whether Amazon FBA elects to change any of its policies. However, the Services provided by Consultant to Client pursuant to this Agreement shall where practicable be consistent with Amazon's current policies.

## **GENERAL PROVISIONS**

Non-exclusivity - Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client under Section 6 and Section 9 of this Agreement.

**Relationship of the Parties** – Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement.

**Notices** - All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to info@passivescaling.com. If to Client, notice shall be sent electronically to , with a courtesy copy sent to .Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal if sent by U.S. first class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement.

**Severability Headings** - If any provision is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. In such an event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid. Headings are used for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement.

**Dispute Resolution** - Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, which shall take place in Miami-Dade County, Florida. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses of such arbitration

proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration (except where attorneys' fees and costs shall be awarded pursuant to Section 13.(L)). IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose Amendment. This Agreement cannot be amended except in writing and signed by both Parties.

Electronic Signatures - This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument Governing Law.

**Jurisdiction** - This Agreement, the negotiations thereunder, and performance thereof shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. Client hereby irrevocably consents to the personal jurisdiction of and agrees that the sole venue for any dispute arising in connection to this Agreement shall be the courts of competent jurisdiction (State and federal) located within Miami-Dade County, Florida. Client agrees not to commence or prosecute any such action, claim or proceeding other than in such aforementioned courts. The parties hereto agree that Florida law shall apply regardless of any choice or conflicts of law principles. Client agrees that Miami-Dade County, Florida is a convenient forum, and waives any objection to the same under forum non conveniens principles.

**Waiver** - The failure of any party to insist on or enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement or applicable law shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision, right or remedy.

Force Majeure - Neither Party shall be responsible for any failure to perform beyond its reasonable control, including, without limitation acts of God, national health emergency, acts or omissions of civil or military authority, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, or interruptions in telecommunications, internet services, or third-party vendors.

Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements relating to the subject matter herein.

**Attorneys' Fees** – If either party breaches this Agreement, or one party brings any action (including appeal) against the breaching party in connection with this Agreement, the substantially prevailing party in such action shall be entitled to recover his/her/its cost of the action and reasonable attorneys' fees.

Injunctive Relief - In the event of a breach or threatened breach of Section 6 or Section 9, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either Section 6 or Section 9 by Client, Client shall owe Consultant total liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) per breach. The Parties further agree that (i) the liquidated damage amount due from Client as above set forth is not a penalty but is an arms-length negotiated amount under the circumstances, and(ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.

**Independent Counsel** - The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing

industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction shall apply to the disadvantage of any Party.

**Assignment** – Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.

**Cure** - If at any time either Client believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, Client shall notify Consultant in writing of the specific nature of such claim, and Consultant receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.

**Indemnification** – Client agrees to indemnify, defend, and save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the "Indemnified Parties" and each an "Indemnified Party"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys' fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client's breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.

Survival - Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law.

Client Data Management – Unless Consultant receives Client's prior written consent, Consultant shall not: (i) access, process, or otherwise use Client's Data other than as necessary to facilitate Consultant's Services; (ii) give any of its employees access to Client Data except to the extent that such individuals needs access to Client Data to facilitate performance of Consultant under this Agreement; or (iii) give any other thirdparty access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client's express written consent and shall follow Client's written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant's Services and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY EACH PARTY HERETO (A) CERTIFIES THAT OTHER THEORY). REPRESENTATIVE. AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Ministerial Services – In furtherance of Client's

obligations under Section 2, Consultant may offer Client guidance and referrals to thirdparty vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfillment of the obligations in Section 2 ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination.

**DEFINITIONS** – Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

**EXHIBIT A Definitions**: Words or phrases which are initially capitalized or are within quotation marks in the e-commerce consulting agreement ("Agreement") shall have the meanings provided in this Exhibit A. "Cash Back" means any revenue derived from cash back programs like Be Frugal. "Client Data" refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client's behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users. "Confidential information" means any and all information of the Company that is not generally known to the public or those with whom the Company competes or does business, or with whom they plan to compete or do business, and any and all information, publicly known publicly known in whole or in

part or not, which, if disclosed would assist in competition against them including without limitation: Consultant's proprietary business information and all information disclosed or made available by Consultant to Client, either directly or indirectly, in writing, orally, by demonstration, or by inspection of tangible or intangible objects, including without limitation documents, files, texts, emails, phone calls, zoom calls, links, source code, software, charts, graphs, and any other form of communication. Confidential Information also includes information disclosed by Client to Consultant. Confidential Information shall not include any information (a) which Client can establish was publicly known and made generally available in the public domain prior to the time of disclosure, other than as a result of an improper disclosure by a party hereto, or (b) was in Client's possession on a non-confidential basis prior to its disclosure. "Net Profit" means the revenue, income, and sums owed to Client through the operation of Client's Store after deduction of (i) the cost of any goods sold in connection with Client's Store, and (ii) any Amazon FBA fees related to Client's store. "Pause" means the Store is considered in "Vacation Mode" due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein. "Prohibited Action" means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late shipping of product, i.e., greater than five (5) days from the date of expected delivery of the goods, solely due to the fault of Consultant, and as to which the actions under (1) and (2) above have resulted in the Suspension of Client's Store. The term "proprietary business information" means Consultant's valuable trade secrets and confidential business information regarding its brand, vendors, sources, suppliers, techniques, processes, products, services, including, but not limited to, information regarding e-commerce transactions, Amazon FBA transactions, training materials, marketing and advertising materials, trade or industrial practices, customer and client correspondence, internal memoranda, project files, marketing plans, distribution channels, and relationships with, and identities of, customers, investors, clients, buyers, sellers, brokers, agents, representatives, distributors, manufacturers, and managers, as well as financial information, business, marketing and operating information, geographic sales information, social media analytics, price comparison information, sales data, sales programs, sales volumes, sales

conversion rates, sales methods and processes, sales proposals, products, services, training manuals, sales scripts, income information, profit information, operating procedures, pricing policies, strategic plans, intellectual property, information about Consultant's clients, employees and contractors, and other confidential or proprietary information related to Consultant. The term "Store" means the Client's wholly owned ecommerce location on the third-party Amazon.com FBA.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon FBA). "Suspension" means an action or actions by Amazon FBA which inactivates or freeze Client's Store, and which thereby results in an inability for Client to access Client's Store which results in no access or sales activity through the Store, other than where due to the occurrence of a Prohibited Action. "Vacation Mode" means any action other than a breach of this Agreement by Client which results in a condition of Client's Store where all sales activity in the Store has been temporarily halted.

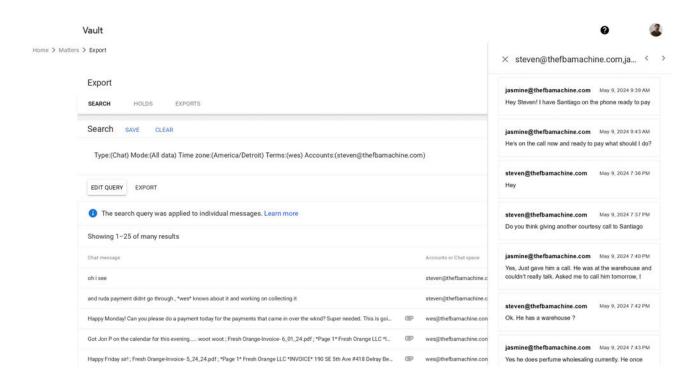
**TERMINATION** – Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Store or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon may take from time to time, Consultant may Pause Client's Store, which, Consultant may only reactivate, in Consultant's sole discretion.

Document 38-14 Filed 07/23/24 PageID: 2972

Page 73 of 150

Export - Vault

https://vault.google.com/matter/bde83536-5c11-4045-bd84-696dd7ab82...



# **FBA Machine SOP Document (Playbook)**

To do: Bill	2
Closers: To collect payment	2
Master Objections:	3
Wrong number, wrong name	3
BDRs: WHAT IS A QUALIFIED (customer) >> To move to a closer	3
Prospect has: More than \$3,500	4
Payroll/Invoices for consulting	4
Invoice Errors:	. 4
DFY: Done for you	4
Credit Repair	4
BDRs: Credit Repair	4
BDRs	
Call Dispositions	5
Confirming appointments	5
SOP for note taking on the above	5
Q: What am I getting for \$1,000?	5
Credit Repair automation calendar link	6
Hey BDRs, here is the link that will be sent automatically for all contacts	
that have paid for credit repair/funding - https://calendar.llcfunds.com/	
NEW Criteria for closing	
WHAT IS A QUALIFIED (customer) >> To move to a closer	
Credit Deposit collection process:	
After the 1k is collected:	
BDRs - making outbound calls	
Not interested: If someone says they are not interested	
Spousal Objection:	8
What if they say, I will just talk to my wife/husband/business partner about this	_
later	
To do: Bill - write a statement for this	
BDRs	
Priority of prospects to call	8

I know your time is valuable, so just a few more short questions with your permission - (don't stop and wait for permission - just ask the question is there someone else who makes important financial decisions with you who needs to on the F/U call? Like a spouse or business partner?	o be
Spouse Intro - I know your time is valuable, so with your permission - Before I get to know you and what you are looking for, Is there someone else who makes important financial decisions with you who needs to be the call?	)
Ok great well - before I talk about how I might possibly be able to help you don't you tell me first about you, and what you are looking for in starting a passive income business on Amazon or for someone to run yourrent store?	·
• What inspired you to schedule a call with us today? I really want to know	9
Payment with a Bank account	10
BDR: Behavioral Standard Operating Procedure (SOP)	10
Assume the sale	15
What a great way to assume the sale. Scale of 1-10	15
Wendy's FAQ	16
FAQ's	16

## To do: Bill

- Add SOP for note taking, add SOP for appointment booking
- Create a standard value statement of what we do.
- Find a video or tutorial on investing for dummies, why you need capital to start a business.
- Objection: They said I'm not sure about your company.

# **Closers: To collect payment**

- 1. Send proposal and have customer authorize it (customer accesses the portal)
- Adjust the correct price of the agreement (like 2 pay) Change price 2.

PageID: 2975

Page 76 of 150



3.

- 4. Now the payment link comes up, select the correct Admin, change price to the first payment such as 8k or a 16k two pay.
- 5. Next step is document onboarding access to the course, welcome video, and unlocks more videos as your team does the work.

# **Master Objections:**

https://docs.google.com/document/d/1PxyW553ffIjDfUIMmn8DArl4ui7ECTgCIllxlU50ENI/edit#heading=h.ajwr2ism5vms

# Wrong number, wrong name

If they are not interested - Make disposition as 'not interested', or relevant to the situation (Bad/Wrong number, DNC, Playing Games etc)

• When Not Interested is selected, they are being deleted from the pipeline, not moved to the Lost stage

# BDRs: WHAT IS A QUALIFIED (customer) >> To move to a closer

- 1: They need at least \$3,500 in liquid or credit. (no problem we can get started with as little as 3,500) OR 700 or better credit score.
- 2: Ready to move **now**, their why has to be strong. Not in 2025. Next 2 weeks or less.

- 3: Decision makers both need to be on the call. (Unless there is only one decision maker.)
- 4: Need a good confirmation time. (no kids to watch, silence in background, no answering the door for amazon delivery, not in the car, no DISTRACTIONS)
- 5: Potential clients can be outside of the US but their Amazon business must be US registered/based. (to be clear we are only building US Amazon stores, are you ok with opening a US based Amazon store?)

The confusion is if they have \$3,500 or more and do not mention funding nor credit correct, then next steps are 1-5 below.

## **BDR: setting an appointment - Name**

theFBAmachine <> Amazon Seller Walk Through, {{contact.name}}

theFBAmachine <> Amazon Seller Walk Through, (prospect name) ex: Lakeisaha

# Prospect has: More than \$3,500

If they have more than \$3,500 but also want funding sent to a closer (senior advisor).

# Payroll/Invoices for consulting

Should be submitted by 5:30 each Thursday to be paid by Friday of the same week.

### **Invoice Errors:**

Submit a new invoice with a new number, not for example Invoice #1.1, instead invoice #4. And don't include any paid previous customers on the new invoice. Just include the part of error that needs to be adjusted.

# **DFY: Done for you**

Upgrade credits from DWY to DFY

Yeah we do. They pay the rest if they upgrade. But not everyone qualifies. We are very selective who we offer it to and this guy clearly doesn't qualify on a financial level

Also they need to be hands off to qualify for our DFY. Because it's like a production line and investors who micromanage slow down the whole operation

# **Credit Repair**

**BDRs: Credit Repair** 

Anything less than \$3,500 there is no reason to book them with a closer. Do not book on a sales calendar with a closer if they don't have \$3,500.

### **BDRs**

## **Call Dispositions**

Start here James

Call dispositions simply means what was the result of a call (usually an outbound call). What happened? Did the contact pick up or not, and if there was a conversation what was the conclusion at the end.

# Call dispositions used by strictly **Closers**:

**1st Follow Up - Closer Qualified No Answer -** Used when the 1st follow up call to a qualified lead scheduled for call back results in no answer.

**2nd Follow Up - Closer Qualified No Answer -** Used when a 2nd follow up call to a qualified lead scheduled for call back and results in no answer.

**Final Follow Up - Closer Qualified No Answer -** Used when a 3rd follow up call to a qualified lead results in no answer. This sends the lead back to

the general lead pool where it is again free for any BDR to follow up with and reschedule.

Closer - Follow-up Qualified - Used when a closer pitches, and deal is not lost, but no decision is reached or call back scheduled either.

Closer - Call Back scheduled - Used when a Closer schedules a call back.

**Closer - No Show/Missed appointment -** Used when a lead misses an appointment and did not reschedule.

**Closed - Won -** Used when a Closer has closed a deal.

Closed - Lost - Used when a Closer has lost a deal.

## Call dispositions used by strictly **BDRs**:

**Rescheduled Appointment Missed** - Used when a follow up call placed by a BDR to a lead who missed their appointment with a closer results in a rescheduled appointment.

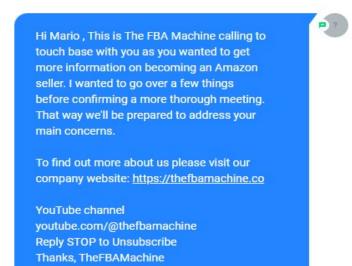
Appointment Confirmed - Used to confirm an appointment with a closer

**Setter - Call Back scheduled** - Used when a call back is scheduled by a setter

**Setter - No answer - No SMS** - Used when an outbound call to a lead with no active appointment results in no answer and you want to send a custom message.

**Setter - No answer - Automatic Message -** Used when an outbound call to a lead results in **no answer** and there is no active appointment. It will send an automatic sms, example below:

04:43 PM



04:43 PM

1st attempt to Confirm appt - Used when a lead has an appointment 3 or more days out and has never spoken with a BDR for qualification and results in no answer.

2nd attempt to Confirm appt - Used when a lead has an appointment 2 or more days out and has never spoken with a BDR for qualification and results in no answer.

3rd/Final attempt to Confirm appt - Used when a lead has an appointment 1 days or 5 hours before appointment time and has never spoken with a BDR for qualification and results in no answer.

Follow up Call - No Answer - Used when a follow up call placed by a BDR to a lead who missed their appointment with a closer, attempting to reschedule, but results in no answer.

Call dispositions used by Closers or BDRs:

Credit Repair / Funding - Won & NO Onboarding - Used when a lead pays for credit repair or Funding only.

**Credit Repair / Funding - Won & Onboarding -** Used when a lead pays for credit repair or Funding, and also pays for a FBA plan.

**Not Interested** - Used when a lead expresses that they are not interested in our service.

**Bad Number/Wrong Number** - Used when a contact number is determined to be invalid, false or wrong number.

**DNC** - Used when a lead says "do not call" or "take me off your call list" etc.

**Unqualified** - Used when a lead is determined to be unfit or unable to to enroll in our program

Playing games! - Used when a lead is not taking the conversation seriously and it can be reasonably determined that they are truly not interested.

**No Phone Number** - Used when a lead has no phone number on their profile/contact card

# **Confirming appointments**

BDRs: SMS Messaging to re-engage ghosted leads (BDRs) to click to get messaging to copy and paste.

No more than 3 days out from the original appointment date. If the appointment is on a Friday and today is Wednesday, then one call per day. If the appointment is on the next business day, then start the process with a 5 hour buffer per call or disposition.

Make sure to include call notes in the notes area.

If you call someone the day of the appointment give them 5 hours before canceling the same day appointment.

The goal is to call same day appointments, to verify they are coming.

Also call next day appointments to verify they are coming?

# SOP for note taking on the above

date, name, what happened.

2/20/24 (name) example = Juan - confirmed apt, or called to confirm, no answer (

Examples

2/20/24 Juan - no answer (time) 5:20 PM.

When confirming appointments include the time that is being confirmed example:

2/21/24 BS - confirmed apt 9:30 am.

2/28/24 BS Appointment confirmed for 3/3, 6pm Additional details etc

# **Credit/funding**

# Q: Credit/funding What am I getting for \$1,000?

A: That is a great question, so your credit manager will go into more detail once you have your first meeting.

However, I can give you the highlights.

- Here's what will happen:
- You get your first meeting with credit advisor
- First we will get your 3 credit reports she will go over that with you.
- Next your credit manager will then decide what is the best tactic to move forward build you a plan Such as:
- Remove derogatories, start rebuilding your new credit by establishing credit lines she will discuss this further.
- Write letters and contact the credit bureaus and dispute inaccuracies etc.
- Remove bankruptcies, etc.
- Once this credit has improved then the world is yours.
- You will be able to open businesses, start your Amazon store, buy real estate or whatever you have always wanted exceptional credit is the answer.
- How does that sound? So in order to get started I'm sending you a link.
- Stay on the phone, Verify their email, then take deposit on call.

Credit Repair automation calendar link

Hey BDRs, here is the link that will be sent automatically for all contacts that have paid for credit repair/funding - <a href="https://calendar.llcfunds.com/">https://calendar.llcfunds.com/</a>

# **NEW Criteria for closing**

WHAT IS A QUALIFIED (customer) >> To move to a closer

These are the main points we want to uncover, then get more detailed.

The confusion is if they have \$3,500 or more do not mention funding nor credit correct, then next steps are 1-5 below.

1: They need at least \$3,500 in liquid or credit. (no problem we can get started with as little as \$3,500)

- 2: Ready to move **now**, their why has to be strong. Not in 2025. Next 2 weeks or less.
- 3: Decision makers both need to be on the call. (Unless there is only one decision maker.)
- 4: Need a good confirmation time. (no kids to watch, silence in background, no answering the door for amazon delivery, not in the car, no DISTRACTIONS)
- 5: Potential clients can be outside of the US but their Amazon business must be US registered/based. (to be clear we are only building US Amazon stores, are you ok with opening a US based Amazon store?)

## **Credit Deposit collection process:**

Sir/maam (prospect name) can you open your email I will walk you through the process. Ok did you get it? **Now enter your credit card information** and then I will talk about next steps:

### After the 1k is collected:

You will book a call with your credit manager via calendar link in sms, she will then go over the full details to you about how to start to build your amazon store and your exciting future.

- Here's what I need now
- Go here (identidy IQ here is the link) <a href="https://bit.ly/47SIHry">https://bit.ly/47SIHry</a>
- Now Type in your drivers license, and get this report.
- Now send me this report.

# BDRs - making outbound calls

BDRS making outbound calls to a prospect who filled out a form. Possible old lead.

Not interested: If someone says they are not interested



Stall tactic from customer

Customer: I'm no longer interested in this, or this was a long time ago.

**BDR:** I understand... real quick for my records... have you found what you were looking for... Did you start a business already?

<u>Potential answers:</u> I was just looking for information. No... it's too expensive, etc... (Don't stop here... repeat what they say or say I understand... then dig a little deeper)

If no....then say, (no problem/l understand/thanks for alerting/telling me, etc.) would you mind telling me what you were looking for when you filled out the information about starting an online business.

If too expensive... then say, (no problem/I understand/thanks for alerting/telling me, etc.) Would you mind telling me what you were thinking as a starting budget for your business?

# Alternate statement to use:

Then say, I understand... you haven't started a business yet (repeat what they say) (no problem/I understand/thanks for alerting/telling me, etc.)

# **Spousal Objection:**

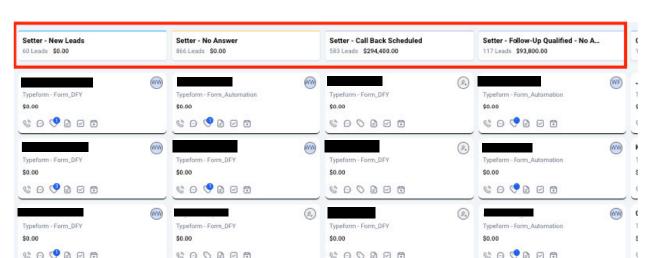
What if they say, I will just talk to my wife/husband/business partner about this later.

To do: Bill - write a statement for this.

### **BDRs**

Priority of prospects to call

What people do I call, what is the priority, show me in the CRM?



- 1. Call new leads from the last 24 hours.
- 2. Make column 4 the priority Setter Follow-up No Answer

## **Spousal Question to Diffuse Objection:**

This is to diffuse spousal objection at beginning of the call before it's brought up

I know your time is valuable, so just a few more short questions... with your permission - (don't stop and wait for permission - just ask the question is there someone else who makes important financial decisions with you who needs to be on the F/U call? Like a spouse or business partner?

**Spouse Intro** - I know your time is valuable, so with your permission - Before I get to know you and what you are looking for, Is there someone else who makes important financial decisions with you who needs to be on the call?

Ok great well - before I talk about how I might possibly be able to help you, why don't you tell me first about you, and what you are looking for in starting a passive income business on Amazon or for someone to run your current store?

What inspired you to schedule a call with us today? I really want to know.

Payment with a Bank account

For banking - paying with the payment links use the banking drop down and then

have clients access their banking information while you are on the call. For

instant payment.

https://docs.google.com/document/d/1Gu3aUDkMXyVE AL YF15krMN71EKY

H5Uy1-CHil6j8/edit

Version 1.0

Last update: February 5, 2024

**BDR: Behavioral Standard Operating Procedure (SOP)** 

No scheduling for a closer outside of 9am to 5pm EST unless you gain 1.

approval from a closer allowing you to do so. Otherwise stick to the business

hours.

No same day appointment allowed. Minimum scheduling notice is always 1 2.

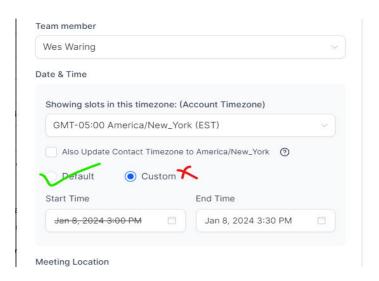
day to give Closers time to prepare for meetings. This is actually a normal and

acceptable thing. Professional people will understand this. This is not a choice, it

is required.

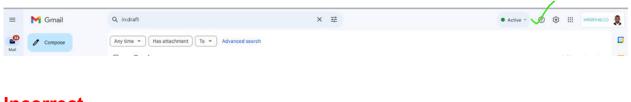
14

Attachment C **PX36** 002469 3. No using custom option when booking or updating any appointment, use default only:



- 4. One of the requirements for this job is a working and functional computer (laptop/desktop). You are expected to conduct your job functions from your computer. This includes making outbound and taking incoming calls. This is where your time tracking should also be done. You are **NOT permitted to use** the **GHL app** for work.
- 5. While at work all BDR Google workspace including email must be set to active and opened in a tab at ALL times during your working hours.

### **Correct**

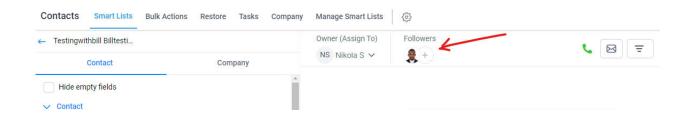


### Incorrect

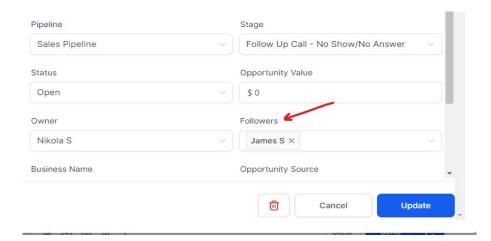


- Previously, you were required to add yourself as a follower to all 6. opportunities that you confirmed an appointment for (this should be the only instant that you add yourself as a follower).
- This has been updated to include adding yourself as a follower to the a. contact as well. This opportunity is now your responsibility. Opportunities being followed should have only one follower at a time.

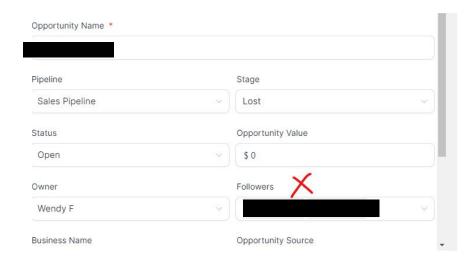
Add self as follower to **contact** example below:



Add self as follower to **opportunity** example below:



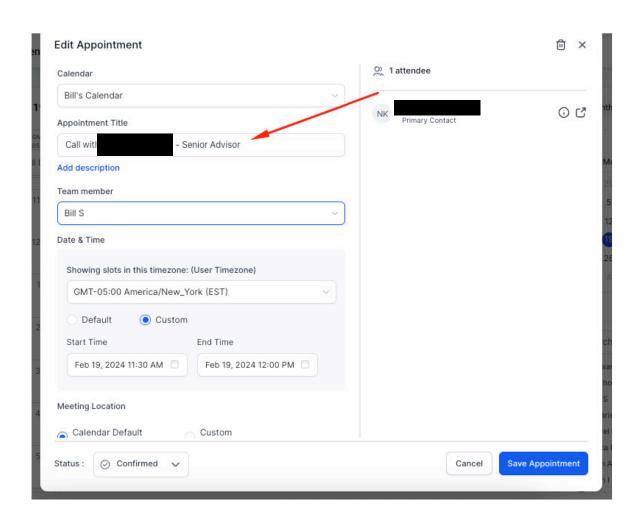
## Example below is restricted:



- 7. Remember to disposition all calls correctly to indicate the result of your last contact with that lead. This is not a choice. It is a requirement.
- 8. To avoid confusion, do not call an opportunity that another BDR has already booked with a Closer and is following. Instead, do follow up on the opportunities that you are following. (If everyone is dispositioning their calls correctly, then this should hardly be a problem.)

- 9. When following up with an opportunity marked as "No Show/Missed Appointment" or Setter Follow-Up Qualified No Answer by a closer and the contact does not pick up, use call disposition "Follow up Call No Answer" or if that is already selected then leave as is. This will either move the contact to Setter Follow-Up Qualified No Answer stage in Sales pipeline or keep it there if it is already there. Do NOT use "Setter No Answer Automatic message or "Setter No Answer No SMS". We must avoid this altogether.
- 10. Leads must be called irrespective of how old they appear to be. This is essential to your job function. We paid to generate these leads. This is not a choice. It is a requirement.
- 11. The whatsapp group TFM BDR Team is now going to be used as an additional medium for reporting if you will be late or absent, or any technical issue such as outages that will prevent you from working. This way Bill and I will both be updated.
- 12. As of February 12, 2024, you will begin to use call dispositions "1st attempt to Confirm appt, 2nd attempt to Confirm appt, and 3rd/Final attempt to Confirm appt. The 3rd/Final attempt to Confirm appt will cancel the appointment 5 hours after it is applied. This does not mean 3 attempts from each individual but 3 attempts collectively. Disposition will send warning messages prior to the cancellation action.

13. When an appointment is confirmed, update the calendar title to the following format "The FBA Machine -{{Contact Name}} - Senior Advisor" see example screenshot below:



### **Corrective Actions**

#### Assume the sale

What a great way to assume the sale. Scale of 1-10

So {Prospect}, it sounds like you're pretty excited to move forward but I have to ask you would you mind rating you know how you feel about Amazon the FBA

Document 38-14 PageID: 2992

machine right now on a scale of 1 to 10. So one being you know gosh this was terrible call I don't like you at all haha whatever and then 10 being I'm so excited I can't wait to move forward would you mind telling me on a scale of 1 to 10 where where do you feel you are right now.. and then they give you a number any number under 10 you're going to ask so Wendy 9 or 8:00 that is a great number can you tell me what would it take for us to move from 8:00 to 10:00

## Wendy's FAQ

## FAQ's

### Link:

https://docs.google.com/document/d/15\_oPbQh0gSYov\_Z6RjiO\_r08JXwXafoL8a k5D4J4my0/edit

Who is our CEO?	n Rozenfeld
at do we do in a nutshell	uild and scale partially or fully automated e-commerce on Amazon.
business model do we	usiness model is Wholesale Fulfillment By Amazon
are we getting our cts from?	se a list of trusted US based suppliers and distributors ve open accounts with for our clients such as Kehe is f them for example.
ong does it take to set store?	ake from 2 days to 4 weeks. (After we submit your ation to Amazon, the approval can take anywhere 2 business days to 2 weeks. And that is if you already all the required documents and submit them to us. If o not already have an EIN, Formation takes 6-10 ess days, and getting an EIN from the IRS usually

cument 38-14	Filed 07/23/24	Page 94 of
PageID: 2993		_

	an additional three weeks.)
need some type of se to sell on amazon?	ntly, the only requirement to get started on Amazon is stered business with an EIN and an approved on Seller account.
is the 90 days erator program?	O days accelerator program is designed to build, unand scale your Amazon store to hit a specific target. g that time coaching calls are scheduled at certain als to go over your store's progress and to improve on of opportunity identified. Great for those who want to rolved in their store's operation.
types of products do we	BA Machine does not sell any products itself. We warehouses where inventory for our clients' stores are o and prep and pack and shipping to Amazon's hubs ans there. However we buy and sell only brand name cts for our clients. Popular Brands like Lysol, Johnson ohnson, Bounty, Tide among many others.
s marketing done for my	arketing is needed for our client's stores. We only buy ell brand name products that are already approved anked on Amazon.

# **Commission Structure**

Hourly

22

Per Appointment that Shows up - 2 per day \$15 per appointment

		age	Weekly
у			
intment That shows			
ing Deposit			
er Commission		0	

### Features and benefits of 90-Day Accelerator - FBA Machine

People like you, 3rd party sellers

58% of products sold on Amazon come from 3rd party sellers - the benefit is that you can now profit, build a business, and jump on the bandwagon to become one of these profitable sellers, earning passive income into your future so you can... So you can... take care of your family, BENEFIT THAT IS PERSONAL TO YOU.

### Average profit margins

Average profit margins are 15% that's more than half of all sellers, the benefit to you is you can get an average return higher and more reliable than the stock market or any other investment PROVEN - this means that (what they said theft wanted can be achieved much faster).

### 160k average revenue on Amazon

The average annual revenue for all sellers is \$160,000, which means when we help you get to this number you are making 15% of 160k = \$24,000 monthly in revenue - so you can get what (you said you wanted).

#### 55% are making 5k per month

55% of all sellers on Amazon are making \$5,000 per month, many without any guidance or support, the benefit to you is that we will guarantee you reach \$10,000 per month in sales or we will work with you for free until you do - so you can get what (you said you wanted).

#### Our track record

We have helped over 200 hundred students like you earn 10k or more per month income, the benefit to you is we have a proven system and a risk-free guarantee in place. And we have created more 7-figure sellers than we can count. - so you can get what (you said you wanted).

No wasted time - can start now

You don't have to spend countless hours researching what to sell, buy, and how to deliver products to Amazon, the benefit to you is speed to earning income without worry - using a proven system - so you can get what (you said you wanted).

### Competition

Many sellers like you have come from other agencies to promise the world but don't deliver, the benefit of working with us is we provide, guidance and support, and the benefit to you is that we will guarantee you reach \$10,000 per month in sales or we work with you for free until you do - so you can get what (you said you wanted).

Newbies who go it alone

Many newbies go at this alone or purchase a course without a proven system, a plan, inconsistent sales, or an automated process, the benefit is working with us gives you free control to work as little or as much as you want in their business, and earn profits guaranteed so you can get what (you said you wanted).

#### Private Label

We don't do private label unless you are an advanced seller. The benefit to you is no product development costs, no advertising, no marketing, or no free giveaways to have a 10k-permonth profitable store - so you can get what (you said you wanted).

In total our students have earned 120 million in sales

We have helped our students and partners earn over 120 million in sales, the benefit to you is we keep up with market trends, and suppliers, use technology to make the correct choices, and win at this game using wholesale models buying at a discount and selling products profitably that people already want and buy every day. This system is quicker to set up and with minimal risk - so you can get what (you said you wanted).

#### Unlock passive income

Steven has helped over 750 students unlock this profitable passive income business - the benefit is we can do it for you as well - so you can get what (you said you wanted).

### Our course and training

The FBA Amazon machine training will take you from novice to expert rapidly with small-sized training - the benefits are they are easily digestible, rewatchable, and easy to implement, and all the tools and resources are included for success - so you can get what (you said you wanted).

#### Trade secrets, distributors, warehouses

Learning trade secrets, best practices, access to distributors (you couldn't get on your own) warehouses (to label, package, and ship on your behalf) with a team of experts to do all the heavy lifting - giving you peace of mind - the benefit is we take you by the hand, lead you to automate everything for your amazon wholesale business - so you can get what (you said you wanted).

#### Other benefits include:

- The wholesale course from novice to expert
- Access to trained VA's virtual assistants who know what to buy, source, and deliver
- Distribution to top brands already here in the US no waiting for a slow boat to deliver from China
- Sales and support software to buy the right products people want at low prices, deliver excellent customer service, and on time.
- 1:1 group coaching leaving no question without an answer and guidance to become successfully profitable.
- Warehouse automation so you can live your life without having to work in your business if you choose.
- 8 years of experience
- Product research tools
- Proper product positioning
- Financial planning

#### **Automated warehouses**

Access to 8 fully automated warehouses, the benefit to you is cheaper delivery to Amazon fulfillment centers (more profit), labeling, packaging, shipping, and handling so the right products are delivered and on time - so you can get what (you said you wanted).

Top US brands

Top US brands, the benefit is these are products people already know of and want, no waiting for shipping from China, India, or South America - so you can get what (you said you wanted).

24-48 hour set up

24-48 hour set up with top distributors - the benefit to you is you don't have to wait to get your products and start making a profit - so you can get what (you said you wanted).

### Wholesale summary:

This is what you get when you enroll for The FBA Machine Accelerator program

- Complete Guide to getting started and SETUP, the benefit to you is you reach your first 10k in sales within 90 days! so you can get what (you said you wanted).
- 30+ videos of Advanced and well-kept secrets of 7-figure sellers! the benefit to you is you can learn and master this business if you want to let us do it for you so you can get what (you said you wanted).
- Over 40 hours of training dissecting the science and art of selling on Amazon! so you can get what (you said you wanted).
- The fool-proof strategy of creating an Amazon store optimized for success!
- Advanced LinkedIn techniques for contacting suppliers and distributors; email templates, phone scripts, and negotiation tips, the benefit to you is getting deep discounts with US-based products people are already wanting and buying online- so you can get what (you said you wanted).
- The Ultimate Guide for pricing your product and selling above the competition
- Highly guarded secrets of product research; the benefit to you is it will make you 100% more efficient than other new sellers - so you can get what (you said you wanted).

Bonuses - add the benefits later

Live group coaching calls with Steven

One-on-one with Steven and 7 figure sellers so you can take advantage of strategies that work

3 free months of sales support software - the benefit to you is you don't have to reinvent the wheel you learn from someone who has already created 120 million in revenue for his students. No guesswork, a proven strategy, and 90-day guarantee - so you can get what (you said you wanted).

Premium placement of your own virtual assistant - the benefit is they are already trained and are ready to go - so you can get what (you said you wanted).

Access to pre-approved supplier list.

Funding and access to funds **Credit Repair** Connect you directly to banks Get you 60-100k in credit cards (usually with zero percent interest for 15 months) Document 38-14 File PageID: 3000

Filed 07/23/24

Page 101 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

### Fw: Contract - Refund request

Friday, January 12, 2024 at 8:25:14 PM Pacific Standard
Time

To: info@passivescaling.com info@passivescaling.com

From:

**Sent:** Friday, January 12, 2024 10:23 PM

To: info@passivescaing.com <info@passivescaing.com>

**Subject:** Fw: Contract - Refund request

Hello Calvin and legal team,

My name is I joined this partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of \$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.

Filed 07/23/24

Page 102 of 150

Google Vault - Fw: Contract - Refund request

PageID: 3001 https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

From:

Sent: Wednesday, March 15, 2023 4:56 PM

To: Jerdonna@passivescaling.com> Subject: Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Document 38-14

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

#### This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now. Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

#### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purchse items that were sold. So where are these charge b

Attachments:

Amazon Automation (2022-01-07 19-22 AST) (1).pdf 883k

Friday, January 19, 2024 at 11:55:21 AM Pacific Standard

To: sales@passivescaling.com sales@passivescaling.com

Please see attached forwarded email.

I look forward to a response.

2 of 14 6/6/2024, 3:42 PM Attachment C **PX36** 002484

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

From:
Sent: Friday, January 12, 2024 10:25 PM

To: info@passivescaling.com <info@passivescaling.com>

Subject: Fw: Contract - Refund request

Hello Calvin and legal team,

My name is I joined this partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

Document 38-14

PageID: 3002

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of \$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.



Document 38-14 Filed 07/23/24 PageID: 3003

Page 104 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Sent: Wednesday, March 15, 2023 4:56 PM

To: Jerdonna P < Jerdonna@passivescaling.com> **Subject:** Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

### This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now. Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

#### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purche items that were sold. So where are these charge b

Attachments:

Amazon Automation (2022-01-07\_19-22 AST) (1).pdf 883k

Tuesday, January 23, 2024 at 4:43:24 PM Pacific Standard Time

To: sales@passivescaling.com sales@passivescaling.com

Follow up on emails. Please see attached.

4 of 14 6/6/2024, 3:42 PM Attachment C **PX36** 002486

Document 38-14 Filed 07/23/24

Page 105 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

From:

**Sent:** Friday, January 19, 2024 1:55 PM

To: sales@passivescaling.com <sales@passivescaling.com>

Subject: Fw: Contract - Refund request

Please see attached forwarded email.

I look forward to a response.

From:

Sent: Friday, January 12, 2024 10:25 PM

To: info@passivescaling.com <info@passivescaling.com>

Subject: Fw: Contract - Refund request

Hello Calvin and legal team,

My name is told I would get so much out of this consultant partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

PageID: 3004

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of \$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails

Document 38-14 File PageID: 3005

Filed 07/23/24 Page 106 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.



From:

Sent: Wednesday, March 15, 2023 4:56 PM

**To:** Jerdonna P < Jerdonna@passivescaling.com > **Subject:** Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

#### This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now. Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

#### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purchse items that were sold. So where are these charge b

info@passivescaling.com Info
To: I. hotmail.com

Friday, January 26, 2024 at 5:17:59 AM Pacific Standard Time

Filed 07/23/24

Page 107 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Hi

The email above has been passed to our legal team for them to provide a follow up

Apologies for the delay

On Tue, Jan 23, 2024 at 7:43 PM \_\_\_\_\_ <I. hotmail.com> wrote:

Follow up on emails. Please see attached.

From:

<|.

hotmail.com>

Document 38-14

PageID: 3006

Sent: Friday, January 19, 2024 1:55 PM

To: sales@passivescaling.com <sales@passivescaling.com>

Subject: Fw: Contract - Refund request

Please see attached forwarded email.

I look forward to a response.

From:

hotmail.com>

Sent: Friday, January 12, 2024 10:25 PM

To: info@passivescaling.com <info@passivescaling.com>

< |.

Subject: Fw: Contract - Refund request

Hello Calvin and legal team,

My name is several I joined this partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of \$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Document 38-14

PageID: 3007

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.



From:

Sent: Wednesday, March 15, 2023 4:56 PM

To: Jerdonna P < Jerdonna@passivescaling.com> Subject: Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

#### This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now. Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

Document 38-14 Filed PageID: 3008

Filed 07/23/24 Page 109 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purchse items that were sold. So where are these charge b

Wednesday, February 7, 2024 at 1:33:50 PM Pacific hotmail.com Standard Time To: info@passivescaling.com Info Hello, This is a. follow up email regarding my refund. Exactly when will I hear from someone regarding my refund? From: Info <info@passivescaling.com> Sent: Friday, January 26, 2024 7:17 AM <l. hotmail.com> Subject: Re: Contract - Refund request Hi The email above has been passed to our legal team for them to provide a follow up Apologies for the delay On Tue, Jan 23, 2024 at 7:43 PM hotmail.com> wrote: Follow up on emails. Please see attached. hotmail.com> Sent: Friday, January 19, 2024 1:55 PM To: sales@passivescaling.com <sales@passivescaling.com> Subject: Fw: Contract - Refund request Please see attached forwarded email. I look forward to a response. hotmail.com> Sent: Friday, January 12, 2024 10:25 PM To: info@passivescaling.com <info@passivescaling.com> Subject: Fw: Contract - Refund request

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Hello Calvin and legal team,

My name is several I joined this partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

Document 38-14

PageID: 3009

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of \$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.

From:

Sent: Wednesday, March 15, 2023 4:56 PM

**To:** Jerdonna P < Jerdonna@passivescaling.com> **Subject:** Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Google Vault - Fw: Contract - Refund request

PageID: 3010 https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

### This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now. Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purchse items that were sold. So where are these charge b

l. hotmail.com

Tuesday, February 20, 2024 at 7:27:31 PM Pacific Standard Time

To: sales@passivescaling.com Steven, info@scantekgpr.com Steven Mogerman

I'm still waiting to hear back regarding my refund. I'm hoping you all are capable of doing the right thing and I don't have to persue this any farther then getting refund the same method as money was given.

From: <1. hotmail.com>

Sent: Wednesday, February 7, 2024 3:33 PM
To: Info <info@passivescaling.com>

Subject: Re: Contract - Refund request

Hello,

This is a. follow up email regarding my refund.

Exactly when will I hear from someone regarding my refund?

From: Info <info@passivescaling.com>

Document 38-14 Filed 07/23/24 PageID: 3011

Page 112 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

**Sent:** Friday, January 26, 2024 7:17 AM hotmail.com> Subject: Re: Contract - Refund request The email above has been passed to our legal team for them to provide a follow up Apologies for the delay On Tue, Jan 23, 2024 at 7:43 PM hotmail.com> wrote: Follow up on emails. Please see attached. hotmail.com> From: < Sent: Friday, January 19, 2024 1:55 PM To: sales@passivescaling.com <sales@passivescaling.com> Subject: Fw: Contract - Refund request Please see attached forwarded email. I look forward to a response. From: < |. hotmail.com> Sent: Friday, January 12, 2024 10:25 PM To: info@passivescaling.com <info@passivescaling.com> Subject: Fw: Contract - Refund request

Hello Calvin and legal team,

My name is several I joined this partnership with passive scaling full of optimism. I was told I would get so much out of this consultant partnership such as expert consultant and management of my e-commerce stores; I received the exact opposite I have tons of emails, text messaging and saved chats where my questions, my concerns, and request for dialogue went unanswered. Every time there was mention of a refund by me or a request to speak with owners of this operation. I would conveniently get switched to a new client success manager: Prince, Micheal, Jerdonna, and many more who would promise to get stores back up and running (Amazon, FBM, and Walmart).

I have made every effort to make this work but now absolutely no one is responding to any of my emails. My last store- Walmart DS closed in October and my card was still being charged for Walmart items and Amazon items which is bizarre because I was told both my Amazon stores have been closed for months because they had been linked by Amazon as the same person. I have 100s-1000s of dollars being charged to credit cards that I cannot confirm charges and don't know if they are fraudulent because Jerdonna has stopped replying to my request for a meeting. I last had a meeting with Tatianna on 12/11/2023 when discussing my pending Walmart payment from October in the amount of

Google Vault - Fw: Contract - Refund request

PageID: 3012 https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

\$4111.76 that I still have yet to receive. In that meeting I was told she would have Jerdonna reach out to set up a meeting to discuss my raised concerns as her last link she provided is no longer working (https://go.oncehub.com/JerdonnaAA) as with the last phone number too.

To my knowledge, Jerdonna, is the escalation person and her refusal to respond highlights the lack thereof any real partnership between Passive scaling and I. I have repeatedly been threatened by product lawyers went intentions to sue because of items that were being placed on my sites to sell, I have had customers call my personal cellphone due to the lack of privacy I wasn't granted when opening up my online store, I have \$1000s of unknown charges on my cards that I can't verify because I do not have access to stores or sales support or Walmart market place. I think at this point it is evident that I'm not valued here nor anyone that I have come in contact with was invested in me achieving any sort of success.

Therefore, I would like to start the refund process. Upon your request, I can provide you tons of emails where I have attempted dialogue with each and every client success manager assigned and it was futile.

I look forward to your response.

From:

Sent: Wednesday, March 15, 2023 4:56 PM

To: Jerdonna@passivescaling.com> Subject: Contract for your review and Storage fees

Good Evening Jerdonna,

I finally found the copy of the original contract that did not look like the previous one I sent you Please review so we can discuss further.

Switching subjects, I am continuing to get "chargebacks" which Michael stated were Amazon storage fees. I posed the below Questions to Michael, followed up on Monday (3/13) evening plus called the provided phone line and still have yet to receive a response. Although in the past he told me the quickest way to reach him was via chat with a 24 hour response. This exact question about storage fees was posed on Feb 17th as well which he only replied back discussing FBM products not being purchased and not representing a loss.

## This is just the LMB store.

Copied message to Michael on 03/11/2023

Michael since Jan I have had a total of \$970.62 charged to my card from Amazon, that is just fees along with no chance of making any profit whit the stores being closed. See attached.

So back to my original question asked on Feb 17th:

On our last call you mentioned it would be more costly to ship out then back.

I need to know exact numbers of shipping cost of all current items in warehouse now.

Document 38-14 Filed 07/23/24 PageID: 3013

7/23/24 Page 114 of 150

Google Vault - Fw: Contract - Refund request

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Because these storage fees are definitely not cheap.

Almost 1k and counting with store inactivity.

### **Reverb Media Store**

Also, from Reverb Media there has been a total of \$381.52 of "charge backs" from Dec to Feb 17<sup>th</sup> which doesn't make any sense since I was told that that store was set up for FBM and would only purchse items that were sold. So where are these charge b

1 of 13

AnlickerC@adr.org Christine Anlicker  Thursday, April 4, 2024 at 12:23:59 PM Pacific Daylight Time To: chase@lfbrown.law 'chase@lfbrown.law', jolesen@lfbrown.law', info@passivescaling.com 'info@passivescaling.com'
Mr. Lambert:
The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.
Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.
Kind regards,
Christine
Christine Anlicker Case Administrator II (She/Her/Hers)  American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org   icdr.org   aaamediation.org  The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.
Attachments: image7d0f8f.PNG 6.3k
image92ea30.PNG 106k
chase@lfbrown.law Chase Lambert Thursday, April 4, 2024 at 2:16:20 PM Pacific Daylight Time To: AnlickerC@adr.org Christine Anlicker, info@passivescaling.com 'info@passivescaling.com' Co: Bphillips@lfbrown.law Brandi Phillips
Received. Thank you, Christine. Please let me know if there are any different parameters as to the preparation of material for the arbitration.
Sincerely,

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...



Attachments:

Chase D. Lambert, Esq.
Associate Attorney

16415 Addison Road, Ste. 610

Addison, Texas 75001
d: (402) 314-7377
e: chase@lfbrown.law

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the contents.

this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege. From: Christine Anlicker < Anlicker C@adr.org> Sent: Thursday, April 4, 2024 2:24 PM To: Chase Lambert <chase@lfbrown.law>; Jason Olesen <jolesen@lfbrown.law>; 'info@passivescaling.com' <info@passivescaling.com' Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890 Mr. Lambert: The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents. Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover. Kind regards, Christine **Christine Anlicker** Logo Case Administrator II (She/Her/Hers) American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org | icdr.org | aaamediation.org The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

image001.png 6.3k
image002.png 106k

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

#### chase@lfbrown.law Chase Lambert

Tuesday, April 9, 2024 at 1:07:21 PM Pacific Daylight Time

To: AnlickerC@adr.org Christine Anlicker, jolesen@lfbrown.law Jason Olesen, info@passivescaling.com 'info@passivescaling.com'

Christine,

I have yet to receive any official notice regarding the conversion to having the case heard via submission of documents and any modifications to submissions that may apply as a result of the conversion. Could you be so kind as to provide me with any additional information on where that's at, what modifications may apply, and the submission requirements for the brief.

Sincerely,



#### Chase D. Lambert, Esq.

Associate Attorney

16415 Addison Road, Ste. 610

Addison, Texas 75001

d: (402) 314-7377

e: chase@lfbrown.law

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org>

Sent: Thursday, April 4, 2024 2:24 PM

 $\textbf{To:} \ Chase \ Lambert < chase @lfbrown.law>; \ Jason \ Olesen < jolesen @lfbrown.law>; \ 'info@passive scaling.com' < info@passive scalin$ 

Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Mr. Lambert:

The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.

Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.

Kind regards,

Christine

Logo

Christine Anlicker Case Administrator II (She/Her/Hers)

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

American Arbitration Association	
International Centre for Dispute Resolution	
T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org	
2200 Century Parkway, Suite 300, Atlanta, GA 30345	
adr.org   icdr.org   aaamediation.org	

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

Attachments:

image001.png 6.3k

image002.png 106k

#### chase@lfbrown.law Chase Lambert

Wednesday, April 10, 2024 at 7:03:44 AM Pacific Daylight Time

To: AnlickerC@adr.org Christine Anlicker, info@passivescaling.com 'info@passivescaling.com'

Cc: Bphillips@lfbrown.law Brandi Phillips

Christine,

Please find attached, a copy of the Claimant's position Brief. As your prior instruction, the hearing had been converted to a production of document only hearing. Having received no revisions requirements in prior requests, I utilized the same parameters as instructed by the Arbitrator in our prior hearing.

Best,



Chase D. Lambert, Esq.

Associate Attorney

16415 Addison Road, Ste. 610

Addison, Texas 75001

d: (402) 314-7377

e: chase@lfbrown.law

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org>

Sent: Thursday, April 4, 2024 2:24 PM

 $\textbf{To:} \ Chase \ Lambert < chase @lfbrown.law>; \ Jason \ Olesen < jolesen @lfbrown.law>; \ 'info@passivescaling.com' < info@passivescaling.com' < info@pa$ 

Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Mr. Lambert:

The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.

4 of 13 6/6/2024, 3:35 PM **Attachment C PX36 002500** 

Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.
Kind regards,
Christine
Christine Anlicker Case Administrator II (She/Her/Hers)  American Arbitration Association International Centre for Dispute Resolution
T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org   icdr.org   aaamediation.org
The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.
Attachments: image001.png 6.3k
image002.png 106k 2024.04.10_AAA_Brief_Final.pdf 6.7M
AnlickerC@adr.org Christine Anlicker  Wednesday, April 10, 2024 at 8:50:19 AM Pacific Daylight Time To: chase@lfbrown.law 'Chase Lambert', info@passivescaling.com 'info@passivescaling.com' Cc: Bphillips@lfbrown.law Brandi Phillips, ParisWilkerson@adr.org AAA Paris Wilkerson
Greetings:
This acknowledges the AAA's receipt. This also confirms that a copy of the PDF attachment containing Claimant's brief has been transmitted to the arbitrator for their consideration; a copy of same was uploaded to AAA WebFile.
Respondent's deadline for submission of any responsive documents is April 22, 2024.
Thank you.
Logo Christine Anlicker Case Administrator II (She/Her/Hers)
American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org   icdr.org   aaamediation.org

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

5 of 13 6/6/2024, 3:35 PM **Attachment C PX36** 002501

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

From: Chase Lambert <chase@lfbrown.law> Sent: Wednesday, April 10, 2024 10:04 AM

To: Christine Anlicker <AnlickerC@adr.org>; 'info@passivescaling.com' <info@passivescaling.com'

Cc: Brandi Phillips < Bphillips@lfbrown.law>

Subject: RE: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

\*\*\* External E-Mail - Use Caution \*\*\*

Christine,

Please find attached, a copy of the Claimant's position Brief. As your prior instruction, the hearing had been converted to a production of document only hearing. Having received no revisions requirements in prior requests, I utilized the same parameters as instructed by the Arbitrator in our prior hearing.

Best,

Image removed by sender.

Chase D. Lambert, Esq.

Associate Attorney

16415 Addison Road, Ste. 610

Addison, Texas 75001

d: (402) 314-7377

e: chase@lfbrown.law

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org>

Sent: Thursday, April 4, 2024 2:24 PM

To: Chase Lambert <chase@lfbrown.law>; Jason Olesen <jolesen@lfbrown.law>; 'info@passivescaling.com' <info@passivescaling.com' <info@passivescaling.

Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Mr. Lambert:

The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.

Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.

Kind regards,

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Christine

Logo

Christine Anlicker Case Administrator II (She/Her/Hers)

American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org | icdr.org | aaamediation.org



The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

Attachments:

image003.jpg 752

image004.png 8.9k

image005.png 38k

imagea2ff06.PNG 6.3k

image79641a.PNG 106k

### chase@lfbrown.law Chase Lambert

Tuesday, May 7, 2024 at 2:07:12 PM Pacific Daylight Time

To: AnlickerC@adr.org Christine Anlicker, info@passivescaling.com 'info@passivescaling.com' Cc: ParisWilkerson@adr.org AAA Paris Wilkerson, ewaters@lfbrown.law Eileen Waters

Ms. Anlicker,

I'm following up on this matter as it's been over two weeks since the deadline for the responding party to submit their opposition, which I haven't seen produced. Also, I believe that there should be a ruling from the arbitrator coming anytime now, correct? Thank you for your assistance in getting this matter wrapped up.

Sincerely, Chase



### Chase D. Lambert, Esq.

Associate Attorne

16415 Addison Road, Ste. 610

Addison, Texas 75001

d: (402) 314-7377

e: chase@lfbrown.lav

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

7 of 13 6/6/2024, 3:35 PM **Attachment C PX36 002503** 

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

From: Christine Anlicker < Anlicker C@adr.org > Sent: Wednesday, April 10, 2024 10:50 AM

To: Chase Lambert <chase@lfbrown.law>; 'info@passivescaling.com' <info@passivescaling.com>

Cc: Brandi Phillips <Bphillips@Ifbrown.law>; AAA Paris Wilkerson <ParisWilkerson@adr.org>

Subject: RE: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Greetings:

This acknowledges the AAA's receipt. This also confirms that a copy of the PDF attachment containing Claimant's brief has been transmitted to the arbitrator for their consideration; a copy of same was uploaded to AAA WebFile.

Respondent's deadline for submission of any responsive documents is April 22, 2024.

Thank you.

Logo

### Christine Anlicker Case Administrator II (She/Her/Hers)

American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org | icdr.org | aaamediation.org



The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

From: Chase Lambert <chase@lfbrown.law> Sent: Wednesday, April 10, 2024 10:04 AM

To: Christine Anlicker <AnlickerC@adr.org>; 'info@passivescaling.com' <info@passivescaling.com>

Cc: Brandi Phillips <Bphillips@lfbrown.law>

Subject: RE: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

\*\*\* External E-Mail - Use Caution \*\*\*

Christine,

Please find attached, a copy of the Claimant's position Brief. As your prior instruction, the hearing had been converted to a production of document only hearing. Having received no revisions requirements in prior requests, I utilized the same parameters as instructed by the Arbitrator in our prior hearing.

Best,

8 of 13

Image removed by sender.

Chase D. Lambert, Esq.

Associate Attorney

16415 Addison Road, Ste. 610
Addison Texas 75001

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

d: (402) 314-7377 e: chase@lfbrown.law

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org> Sent: Thursday, April 4, 2024 2:24 PM

 $\textbf{To:} \ Chase \ Lambert < chase @lfbrown.law>; \ Jason \ Olesen < jolesen @lfbrown.law>; \ 'info@passivescaling.com' < info@passivescaling.com' < info@pa$ 

Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Mr. Lambert:

The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.

Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.

Kind regards,

Christine

Logo

Christine Anlicker Case Administrator II (She/Her/Hers)

American Arbitration Association
International Centre for Dispute Resolution
T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org
2200 Century Parkway, Suite 300, Atlanta, GA 30345
adr.org | icdr.org | aaamediation.org



The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

Attachments:

image003.jpg 752

image004.png 8.9k

image005.png 38k

imagea2ff06.PNG 6.3k

image79641a.PNG 106k

Chase

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

AnlickerC@adr.org Christine Anlicker  Tuesday, May 7, 2024 at 2:11:02 PM Pacific Daylight Ti To: chase@lfbrown.law 'Chase Lambert', info@passivescaling.com 'info@passivescaling.com' Cc: ParisWilkerson@adr.org AAA Paris Wilkerson, ewaters@lfbrown.law Eileen Waters
Dear Mr. Lambert,
Thank you for following up. This confirms that the AAA did not receive a submission from the Respondent. According to our records, the hearing was declared close as of April 25, 2024. Consequentially, the Final Award of Arbitrator is due to the parties on or before May 9, 2024.
Please feel welcome to contact us with additional questions about the proceeding.
Kind regards,
Christine
Christine Anlicker Case Administrator II (She/Her/Hers)  American Arbitration Association
International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org   icdr.org   aaamediation.org  The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure,
distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.  From: Chase Lambert <chase@lfbrown.law>  Sent: Tuesday, May 7, 2024 5:07 PM  To: Christine Anlicker <anlicker c@adr.org="">; 'info@passivescaling.com' <info@passivescaling.com>  Cc: AAA Paris Wilkerson <pariswilkerson@adr.org>; Eileen Waters <ewaters@lfbrown.law>  Subject: Re: Lawrence Miner v. Passive Scaling Inc Case 01-23-0003-7890</ewaters@lfbrown.law></pariswilkerson@adr.org></info@passivescaling.com></anlicker></chase@lfbrown.law>
*** External E-Mail – Use Caution ***
Ms. Anlicker,
I'm following up on this matter as it's been over two weeks since the deadline for the responding party to submit their opposition, which I haven't seen produced. Also, I believe that there should be a ruling from the arbitrator coming anytime now, correct? Thank you for your assistance in getting this matter wrapped up.
Sincerely,

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Image removed by sender.	Chase D. Lambert Esq.
	Associate Attorney
	16415 Addison Road, Ste. 610
	Addison, Texas 75001
	d: (402) 314-7377
	e: chase@lfbrown.law

'n.

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org> Sent: Wednesday, April 10, 2024 10:50 AM

To: Chase Lambert <chase@lfbrown.law>; 'info@passivescaling.com' <info@passivescaling.com>

Cc: Brandi Phillips <Bphillips@lfbrown.law>; AAA Paris Wilkerson <ParisWilkerson@adr.org>

Subject: RE: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Greetings:

This acknowledges the AAA's receipt. This also confirms that a copy of the PDF attachment containing Claimant's brief has been transmitted to the arbitrator for their consideration; a copy of same was uploaded to AAA WebFile.

Respondent's deadline for submission of any responsive documents is April 22, 2024.

Thank you.

Logo

Christine Anlicker Case Administrator II (She/Her/Hers)

American Arbitration Association International Centre for Dispute Resolution T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org 2200 Century Parkway, Suite 300, Atlanta, GA 30345 adr.org | icdr.org | aaamediation.org



The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

From: Chase Lambert <chase@lfbrown.law> Sent: Wednesday, April 10, 2024 10:04 AM

To: Christine Anlicker <AnlickerC@adr.org>; 'info@passivescaling.com' <info@passivescaling.com>

11 of 13 6/6/2024, 3:35 PM **Attachment C PX36 002507** 

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Cc: Brandi Phillips <Bphillips@lfbrown.law>

Subject: RE: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

\*\*\* External E-Mail - Use Caution \*\*\*

Christine.

Please find attached, a copy of the Claimant's position Brief. As your prior instruction, the hearing had been converted to a production of document only hearing. Having received no revisions requirements in prior requests, I utilized the same parameters as instructed by the Arbitrator in our prior hearing.

Best,

Image removed by sender.

Chase D. Lambert, Esq.

Associate Attorney

16415 Addison Road, Ste. 610

Addison, Texas 75001

d: (402) 314-7377

e: chase@lfbrown.lav

This email, as well as any attached document, contains information that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created (without disclosing the contents) and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

From: Christine Anlicker < Anlicker C@adr.org>

Sent: Thursday, April 4, 2024 2:24 PM

To: Chase Lambert <chase@lfbrown.law>; Jason Olesen <jolesen@lfbrown.law>; 'info@passivescaling.com' <info@passivescaling.com'

Subject: Lawrence Miner v. Passive Scaling Inc. - Case 01-23-0003-7890

Mr. Lambert:

The arbitrator has agreed, insomuch as Respondent has not participated and no objection to Claimant's request has been received by the AAA, to grant Claimant's request to have the above case heard via submission of documents.

Please expect official notice memorializing the change in procedure and canceling the hearing to be sent under separate cover.

Kind regards,

Christine

Case 2:24-cv-06635-JXN-LDW Document 38-14 Filed 07/23/24 Page 127 of 150 PageID: 3026

Google Vault - Lawrence Miner v. Passive Scaling Inc. - Case 01-23-00...

https://ediscovery.google.com/discovery/DisplayMessage?m=bde83536...

Logo

Christine Anlicker Case Administrator II (She/Her/Hers)

American Arbitration Association
International Centre for Dispute Resolution
T: 404 320 5131 F: 8773951388 E: AnlickerC@adr.org
2200 Century Parkway, Suite 300, Atlanta, GA 30345
adr.org | icdr.org | aaamediation.org



The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

### Attachments:

image001.jpg 752

image002.png 8.9k

image006.png 38k

image007.jpg 752

image008.png 8.9k

image009.png 38k

imageaf884b.PNG 6.3k

imageb3e478.PNG 106k

	Implementation Timeline	
Month	Activity	
	- Google Ads: Launch search and	
	display ads for both investor and	
Month 1	entrepreneur campaigns	Please provide list of keywords, current active and suggestion to add
	<ul> <li>Meta Ads: Start targeted campaigns</li> </ul>	
	with carousel and video ads.	
	<ul> <li>Tiktok Ads Start targeted campaigns</li> </ul>	
	with video ads.	
	- Retargeting: Implement retargeting	
	strategies on - Tiktok, Meta and Google	
	platforms.	I moved this to MONTH 1. We need to start retargeting first week please.like NOW.
	- Brand Promotion: Begin display and	
Month 2	brand awareness campaigns.	
	- Analysis and Optimization: Review	
	performance and optimize campaigns	
	based on initial results.	•
	- Ongoing Optimization: Adjust	
	targeting, creatives, and budgets based	
Month 3	on performance data.	
	- Brand Promotion Continuation:	
	Continue brand promotion efforts to	
	maintain and increase brand visibility.	

Campaigns	Ad Source	<b>Budget Allocation</b>	Type of Advertising	
DoneForYou: Attracting		1		•
individuals looking for passive				
income opportunities by investing				
in Amazon wholesale.	Google Ads	\$6,000	Search Ads: \$3600 Youtube: \$9	90( Search Ads: \$120/day Youtube: \$30/c
	Meta Ads (Facebook and Instagram)	\$900	Carousel Ads	\$30/day
	Meta Ads (Facebook and Instagram)	\$6,000	Explainer Video Ads: \$900 Reta	arg <b>etxpte: \%i60e0</b> Ads: \$30 Retargeting
	TikTok Ads	\$6,000	Video Ads	\$30/day
DoneWithYou: Supporting				
Existing Amazon Entrepreneurs				
(attracting Amazon sellers who				
need assistance with logistics,				
inventory management, and				
scaling their business)	Google Ads	\$4,500	Search Ads: \$3600 Youtube: \$9	90( Search Ads: \$120/day Youtube: \$30/c
	Meta Ads (Facebook and Instagram)		Carousel Ads	\$30/day
	Meta Ads (Facebook and Instagram)	\$1,500	Explainer Video Ads: \$900 Reta	arg <b>etxpte:\%i60e0</b> Ads: \$30 Retargeting
	TikTok Ads	\$900	Video Ads	\$30/day
Campaign 3: Brand Promotion				·
(To increase brand awareness and				
establish The FBA Machine as a				
leading authority in Amazon				
wholesale solutions.)	Youtube			Ad <b>N\$600</b> sers: \$30/day Remarketing Ads: \$30 Brand Awareness Campaigns:
	Meta Ads (Facebook and Instagram)	\$1,050	Brand Awareness Campaigns:	\$4 \$15/day Sponsored Posts: \$20/day
	TikTok Ads		Sponsored Posts: \$450	\$15/day
		\$29,700	1	-

PageID: 3028

### Steps for onboarding

Contact Nikola for gmail access + gohighlevel access and training

## Review our landing pages

TheFBAmachine.co - HOMEPAGE

http://course.thefbamachine.co/

https://donewithyou.thefbamachine.co/

https://doneforyou.thefbamachine.co

### Testimonial videos

https://vimeo.com/703041375

https://player.vimeo.com/video/456438581

https://player.vimeo.com/video/441218558

https://vimeo.com/741976441/9da14307de

https://player.vimeo.com/video/441515113

https://youtu.be/QmYIjiUvQbQ

## Watch our YouTube

@thefbamachine

### Instagram Link

kingofamzn

### Check out our saas platform

Www.sales.support

### Sales Deck

https://docs.google.com/presentation/d/1eMKhXCiXUbfV I3MxTuAWCKKm71bZWHddlsBsdn1 37c/edit?usp=sharing

### Listen to these closed calls from David

https://drive.google.com/file/d/1e82vtdiza4c2zRbx53hCuZpGb07aRURp/view

https://drive.google.com/file/d/1nfKwM9j3lsUGxIOToajK7hUAm69OTZIA/view

https://drive.google.com/file/d/1jJnqe2u8XiA99mjg-D3G8 HRXS6jzv9 /view

https://drive.google.com/file/d/1iNjtBVxnBFgr6Xf7nTplI2YxxI1o2czD/view

PageID: 3029

https://drive.google.com/file/d/1nztDjMJQIUvQCSIQZ9gnTFZfi7mlvB6C/view?usp=drive\_link

https://drive.google.com/file/d/1hr-9W hmflis5ZcjtgC1moKd0KYY6jXF/view

FAQ

### Is it FBA or DROPSHIP or Private label?

We only do FBA WHOLESALE for TFM. Any private label is our sister company COBRANDS.COM

### How would I get charged for Prep?

You get an invoice 5 days after the shipment is marked as shipped. The fees are set up on a per service basis, per SKU. Amazon will let us know what SKU needs what service, we cant avoid it or else they will charge us a fee and do it themselves. All these fees are automatically calculated into the profit report from Sales. Support and also estimated in the purchase orders we create prior to purchasing the inventory. Fees include 34 cents a label, 46 cents to bundle, 80 cents for bubble.

### Why do I care for multiple warehouses?

Operating out of multiple warehouses is key for a cheaper supply chain. If a vendor is located in California, shipping it to a NJ warehouse would kill your margin. Another example, if your shipping to FBA, you want to use a central warehouse because amazon will likely route it there as well. Its also used for FBM and 2 step dropship to get the product to the nearest warehouse relative to where the order originated from to reduce shipping costs and lead time.

### Everyone has multiple warehouses, what makes your special?

Our warehouses all use Sales. Support to operate. This is crucial to scaling an operation because if you just have 9 warehouses, all with different SOPS, KPI's and SLA's, then it becomes difficult to manage them or calculate your fees prior to working with them. Our warehouses all utilize Sales. Support so they share a universal process for us so no matter if we use California or NJ, its just a click of the button for us. No need to fumble with different spreadsheets trying to keep track of where the order should go as that will result in human error and miscommunication, leading to lost inventory.

How long has the FBA machine been around?

The corp was formed in 2022 but Steven has been helping students and clients since he stopped selling on his own store back in 2018. He started in 2015 which is 8 years ago, and got his store to 1M a month in 2018 but due to falling out with partners he started offering his services to people all around the world and that was when he first started coaching people one on one and came with the inspiration of starting this program and making it more organized so about 5 years now in total of working experience as a course for students.

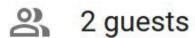


# Refund follow up

February 6 10:30 AM - February 6 11:00 AM

Created: February 6 9:14 AM Last updated: February 6 9:14 AM





jerdonna@hourlyrelief.com (Organizer)

Steven R (steven@thefbamachine.com)





	PageiD: 3032		
=	Passive Scaling	steven@thefbamachine.com	June 6 4:06 PM
<b>+</b>	Marketing Content - 2024	steven@thefbamachine.com	June 5 4:10 PM
	SWS Deliverables	dcarney@scalingwithsystems.com	June 5 2:01 PM
=	DONNAN (TA)	Gee@hourlyrelief.com	May 31 12:26 PM
	BDR: Shorter Qualifying SCRIPT 2	Nikola@thefbamachine.com	May 31 11:45 AM
W	steven_rozenfeld_the_fba_machine_script_ (1).docx	steven@thefbamachine.com	May 29 11:31 AM
	BDR - Qualification Script - PLAYBOOK	steven@thefbamachine.com	May 22 10:05 AM
<b>=</b>	Wojo - Simple Guide to Shooting Horizontal Videos (VSLs)	Shared drive (unavailable)	May 16 6:26 AM
W	theFBAmachine DFY Agreement .docx	steven@thefbamachine.com	May 13 9:53 PM
	Cobrands Marketing Funnel	james@thefbamachine.com	May 9 1:41 PM
	Salesatscale.io Hybrid Offer	robby@salesatscale.io	May 9 10:29 AM
	Steven Roze - Ad Scripts - IC	Shared drive (unavailable)	May 7 12:44 PM
	signature FBAMachine	steven@thefbamachine.com	May 4 4:30 PM
	Copy of Steven Roze - Ad Scripts - IC	steven@thefbamachine.com	May 2 5:44 PM
	Wojo - Simple Guide to Shooting Vertical Ad Videos (Ad Scripts)	Shared drive (unavailable)	April 26 1:45 PM
	DONE FOR YOU	wendy@thefbamachine.com	April 18 10:44 AM
<b>=</b>	BDR Checklist -	james@thefbamachine.com	April 16 3:39 PM
	theFBAmachine - AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 12 9:00 PM
	Copy of AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 3 3:12 PM
	Steven's script	@gmail.com	March 27 6:53 AM
Attachment	C DY36		002545

	Tagend. 3000		
+	Passive Scaling	steven@thefbamachine.com	June 6 4:06 PM
+	Marketing Content - 2024	steven@thefbamachine.com	June 5 4:10 PM
=	SWS Deliverables	dcarney@scalingwithsystems.com	June 5 2:01 PM
=	DONNAN (TA)	Gee@hourlyrelief.com	May 31 12:26 PM
=	BDR: Shorter Qualifying SCRIPT 2	Nikola@thefbamachine.com	May 31 11:45 AM
W	steven_rozenfeld_the_fba_machine_script_ (1).docx	steven@thefbamachine.com	May 29 11:31 AM
=	BDR - Qualification Script - PLAYBOOK	steven@thefbamachine.com	May 22 10:05 AM
	Wojo - Simple Guide to Shooting Horizontal Videos (VSLs)	Shared drive (unavailable)	May 16 6:26 AM
W	theFBAmachine DFY Agreement .docx	steven@thefbamachine.com	May 13 9:53 PM
	Cobrands Marketing Funnel	james@thefbamachine.com	May 9 1:41 PM
	Salesatscale.io Hybrid Offer	robby@salesatscale.io	May 9 10:29 AM
	Steven Roze - Ad Scripts - IC	Shared drive (unavailable)	May 7 12:44 PM
	signature FBAMachine	steven@thefbamachine.com	May 4 4:30 PM
	Copy of Steven Roze - Ad Scripts - IC	steven@thefbamachine.com	May 2 5:44 PM
	Wojo - Simple Guide to Shooting Vertical Ad Videos (Ad Scripts)	Shared drive (unavailable)	April 26 1:45 PM
	DONE FOR YOU	wendy@thefbamachine.com	April 18 10:44 AM
	BDR Checklist -	james@thefbamachine.com	April 16 3:39 PM
	theFBAmachine - AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 12 9:00 PM
	Copy of AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 3 3:12 PM
	Steven's script	@gmail.com	March 27 6:53 AM

	Pageib. 30	734	
	Passive Scaling	steven@thefbamachine.com	June 6 4:06 PM
•	Marketing Content - 2024	steven@thefbamachine.com	June 5 4:10 PM
	SWS Deliverables	dcarney@scalingwithsystems.com	June 5 2:01 PM
<b>E</b>	DONNAN (TA)	Gee@hourlyrelief.com	May 31 12:26 PM
	BDR: Shorter Qualifying SCRIPT 2	Nikola@thefbamachine.com	May 31 11:45 AM
W	steven_rozenfeld_the_fba_machine_script_ (1).docx	steven@thefbamachine.com	May 29 11:31 AM
	BDR - Qualification Script - PLAYBOOK	steven@thefbamachine.com	May 22 10:05 AM
	Wojo - Simple Guide to Shooting Horizontal Videos (VSLs)	Shared drive (unavailable)	May 16 6:26 AM
W	theFBAmachine DFY Agreement .docx	steven@thefbamachine.com	May 13 9:53 PM
	Cobrands Marketing Funnel	james@thefbamachine.com	May 9 1:41 PM
8	Salesatscale.io Hybrid Offer	robby@salesatscale.io	May 9 10:29 AM
	Steven Roze - Ad Scripts - IC	Shared drive (unavailable)	May 7 12:44 PM
	signature FBAMachine	steven@thefbamachine.com	May 4 4:30 PM
	Copy of Steven Roze - Ad Scripts - IC	steven@thefbamachine.com	May 2 5:44 PM
8	Wojo - Simple Guide to Shooting Vertical Ad Videos (Ad Scripts)	Shared drive (unavailable)	April 26 1:45 PM
	DONE FOR YOU	wendy@thefbamachine.com	April 18 10:44 AM
	BDR Checklist -	james@thefbamachine.com	April 16 3:39 PM
	theFBAmachine - AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 12 9:00 PM
	Copy of AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 3 3:12 PM
8	Steven's script	ta @gmail.com	March 27 6:53 AM

Case 2:24-cv-06635-JXN-LDW	Document 38-14	Filed 07/23/24	Page 136 of 150
	PageID: 3035		

		ugen	J. 3033		
Rayyan Nomaan - 1 on 1   Stone - ======= Phone:- +44 7857 944116 Email:		Event	steven@thefbamachine.com	3	June 6 3:00 PM – June 6 3:30 PM
Content Meeting		Event	steven@thefbamachine.com	4	June 6 2:00 PM – June 6 3:00 PM
Sourcing meeting		Event	steven@thefbamachine.com	8	June 6 2:00 PM – June 6 3:00 PM
Daily Vendor Review		Event	steven@thefbamachine.com	8	June 6 1:30 PM – June 6 2:00 PM
LLCFUNDS.COM		Event	steven@thefbamachine.com	3	June 6 1:00 PM – June 6 1:15 PM
AM Meeting		Event	steven@thefbamachine.com	11	June 6 12:00 PM – June 6 1:00 PM
TFM Sales Meeting		Event	steven@thefbamachine.com	4	June 6 11:00 AM – June 6 12:00 PM
Weekly Order Report – Weekly order Report		Event	steven@thefbamachine.com	9	June 6 11:00 AM – June 6 12:00 PM
BDR Daily Standup	<b>e</b>	Event	steven@thefbamachine.com	8	June 6 10:00 AM - June 6 11:00 AM
Daily Stand up with CS Team/Chat with clients		Event	steven@thefbamachine.com	8	June 6 9:00 AM – June 6 11:00 AM
Client Management	@	Event	steven@thefbamachine.com	6	June 6 9:00 AM – June 6 10:00 AM
Ads		Event	steven@thefbamachine.com	3	June 6 8:30 AM – June 6 9:00 AM
Daily meeting.		Event	steven@thefbamachine.com	3	June 6 8:00 AM – June 6 8:30 AM
Advertising Meeting		Event	steven@thefbamachine.com	5	June 6 8:00 AM – June 6 9:00 AM
Advertising Meeting		Event	steven@thefbamachine.com	6	June 6 8:00 AM – June 6 9:00 AM
UX meet		Event	steven@thefbamachine.com	9	June 6 7:45 AM – June 6 9:15 AM
TFM stand up		Event	steven@thefbamachine.com	14	June 6
Retail Daily Meeting		Event	steven@thefbamachine.com	14	June 6
One Team One Goal (Account Manager Meeting Daily Meeting) - Lets go!	•	Event	steven@thefbamachine.com	21	June 6
Order Team Daily Meeting		Event	steven@thefbamachine.com	26	June 6

Attachment C PX36 002518

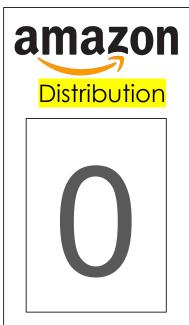
PageID. 3030			
=	Passive Scaling	steven@thefbamachine.com	June 6 4:06 PM
<b>=</b>	Marketing Content - 2024	steven@thefbamachine.com	June 5 4:10 PM
8	SWS Deliverables	dcarney@scalingwithsystems.com	June 5 2:01 PM
•	DONNAN (TA)	Gee@hourlyrelief.com	May 31 12:26 PM
<b>=</b>	BDR: Shorter Qualifying SCRIPT 2	Nikola@thefbamachine.com	May 31 11:45 AM
W	steven_rozenfeld_the_fba_machine_script_ (1).docx	steven@thefbamachine.com	May 29 11:31 AM
<b>=</b>	BDR - Qualification Script - PLAYBOOK	steven@thefbamachine.com	May 22 10:05 AM
	Wojo - Simple Guide to Shooting Horizontal Videos (VSLs)	Shared drive (unavailable)	May 16 6:26 AM
W	theFBAmachine DFY Agreement .docx	steven@thefbamachine.com	May 13 9:53 PM
<b>=</b>	Cobrands Marketing Funnel	james@thefbamachine.com	May 9 1:41 PM
	Salesatscale.io Hybrid Offer	robby@salesatscale.io	May 9 10:29 AM
E	Steven Roze - Ad Scripts - IC	Shared drive (unavailable)	May 7 12:44 PM
	signature FBAMachine	steven@thefbamachine.com	May 4 4:30 PM
8	Copy of Steven Roze - Ad Scripts - IC	steven@thefbamachine.com	May 2 5:44 PM
B	Wojo - Simple Guide to Shooting Vertical Ad Videos (Ad Scripts)	Shared drive (unavailable)	April 26 1:45 PM
	DONE FOR YOU	wendy@thefbamachine.com	April 18 10:44 AM
B	BDR Checklist -	james@thefbamachine.com	April 16 3:39 PM
B	theFBAmachine - AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 12 9:00 PM
B	Copy of AdOutreach™   Video Production Worksheet	steven@thefbamachine.com	April 3 3:12 PM
8	Steven's script	t @gmail.com	March 27 6:53 AM

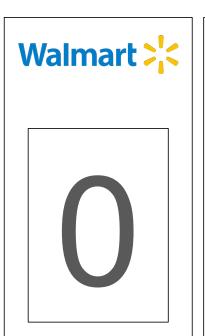
Attachment C PX36 002519

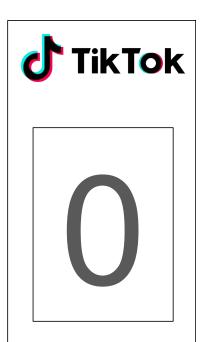


# **Program Availability**











# 90 Day Accelerator

Deck

LINK

TRAINING -LINK

**\$8,900** - 15k Available

3 Pay - \$3,000

90 days to 10k Sales

Quick Action (One Call Close) - 2k Discount

**\$10,000** - \$20K - \$30K Available

2 Pay - \$5,000

90 Days to 15k in Sales

Quick Action (One Call Close) - \$1,000

**\$16,000** - 30-50k Available

2 Pay - \$8,000

90 Days to 20k in Sales

## **New Marketplace Upgrade**

2 Available SPOTS Walmart TikTok 50/50 SPLIT

## Rules:

**Quick Actions Revealed** ONLY if party ready to move same day.

Any alterations to these offers require approval first to collect FULL commission



# Distribution

50k To get started

50k Liquid Cash JUST FOR INVENTORY

Keywords ON THE PHONE CALL to look for :

Real Estate Investing

Business

Portfolio

NO guarantees, no claims of profit

Payment via Wire

## **New Marketplace Upgrade**

2 Available SPOTS Walmart TikTok 50/50 SPLIT

## Rules:

**Quick Actions Revealed** ONLY if party ready to move same day.

Any alterations to these offers require approval first to collect FULL commission



\$3,500 - up to 100k in 0 interest business funding 3.5%

Start with a Deposit + 10%

Ongoing CREDIT REPAIR Use Copecart for AFFIRM

Rules:

Quick Actions Revealed ONLY if party ready to move

same day.

# Commission Clawback

- Recording Need to be present when closed Must go through Deck 70%
- Initiated 2/20/2024
- Signed Contract with Client

# **Affirm**

Sales Rep Commission 12% 640 or higher credit score 3 year loan option with 6 months no interest no prepayment penalty

# Closed Calls Recordings - FUNDING LEAD

PageID: 3043

https://drive.google.com/file/d/1V5lsyKMo47xDppDVsoocdnkil06TPJVT/view?usp=sharing

4/22/24 WW Paid 1k for funding. Will pay 10k accelerator once funded

https://drive.google.com/file/d/11f1PNkAYUWJJCxTgQFhMn2RiKXe-VSvw/view?usp=sharing

4/18/24 WW Wanted to do funding to fund the business. He is currently applying to different places and has a line of credit he can use in May and another place that won't fund him until revenue happens. Walked through funding. FU Monday https://drive.google.com/file/d/1mGGnYMoSVmUucA8-60W7P5-PxSw0xIS4/view?usp=sharing

4/17/24 T - booked

Would like to earn 5-10k per month,

interested in the done-for-you package and is in the process of speaking with different companies to decide which company is best for him.

He's is looking into other funding options.

will be at home for the meeting and he doesn't have a business partner or spouse.

4/15/24 T

is interested in starting an amazon store but requested a callback

Document 38-14 Filed 07/23/24 Page 145 of 150 PageID: 3044

# Closed Calls Recordings

Date: Apr 18 2024, 2:06pm

Bv: Wendy F

April 18 - WON paid 16k for DWY and wants to do DFY - was speaking to ecom auth but really liked me and said i was trustworthy--- will speak to steven to see if we can just transition him early- set his onboarding call for tomorrow.

Date: Apr 18 2024, 1:02pm

Bv: Wendy F

34k to transition to DFY

- speaking to ecom auth

Amanda-

Looking to start in the next 3-6 months

I listed that we have more than one warehouse in addition we only deal with US owned brands and he can get his personal VA to help with managing his store. He is looking something that is done for him, he said he is not a full time entrepreneur but he is a full time employee and does not have much time. He has 75-100k to invest

Why: if one person is able to start the amazon platform –

I have various investment in different things –

Work: I ship oil – 9 vears Goals: 10k profit months Date: Apr 18 2024, 1:01pm Bv: Wendy F April 16 - I had a scheduled conflict so rescheduled for Thur Date: Apr 16 2024, 5:22pm Bv: Wendy F

4/15/2024 T -Called back as requested, he is talking to another company sounds like Ecom because he said they have one warehouse out in Miami and wanted to know what is the difference between them and us. I listed that we have more than one warehouse in addition we only deal with US owned brands and he can get his personal VA to help with managing his store.

He is looking something that is done for him, he said he is not a full time entrepreneur but he is a full time employee and does not have much time.

He has 75-100k to invest

4/15/2024 Tia- On training, asked to call back but he is interested.

# Objections and Rebuttals

What's the Profitshare? Can you do less profitshare?

Attachment C **PX36** 002528

# Training Material - Video Explanation LINK

# **Business Models**

**Private Label** 

(Cobrands)

Wholesale

(theFBAmachine)

Different Sources of Inventory:

Manufacturer - Directly from the brand

**Distributor** - Wholesale in large bulk quantities,

Replenishable, Cheaper than retail, lower but more consistent income

Retailers -Walmart.com, -Target.com,-Khols.com,-Costco.com -

Downside: Tired of working and looking for deals , sales are stuck at a certain point, looking to automate and scale

## **Fulfillment Models**

FBA - Fulfillment by Amazon - PRIME - 2
Day Shipping or LESS

FBM - Fulfillment by Merchant - Depending on merchant shipping method

## Steps for onboarding

Contact Nikola for gmail access + gohighlevel access and training

### Review our landing pages

TheFBAmachine.co - HOMEPAGE

http://course.thefbamachine.co/

https://donewithyou.thefbamachine.co/

https://doneforyou.thefbamachine.co

### Testimonial videos

https://vimeo.com/703041375

https://player.vimeo.com/video/456438581

https://player.vimeo.com/video/441218558

https://vimeo.com/741976441/9da14307de

https://player.vimeo.com/video/441515113

https://youtu.be/QmYljiUvQbQ

Watch our YouTube @thefbamachine

Instagram Link

kingofamzn

Check out our saas platform

Www.sales.support

### Sales Deck

https://docs.google.com/presentation/d/1eMKhXCiXUbfV\_I3MxTuAWCKKm71bZWHddIsBsdn1 37c/edit?usp=sharing

Listen to these closed calls from David

https://drive.google.com/file/d/1e82ytdiza4c2zRbx53hCuZpGb07aRURp/view

https://drive.google.com/file/d/1nfKwM9j3lsUGxIOToajK7hUAm69OTZIA/view

https://drive.google.com/file/d/1jJnge2u8XiA99mjg-D3G8 HRXS6jzv9 /view

https://drive.google.com/file/d/1iNjtBVxnBFgr6Xf7nTpIl2YxxI1o2czD/view

PageID: 3048

https://drive.google.com/file/d/1nztDiMJQIUvQCSIQZ9gnTFZfi7mlyB6C/view?usp=drive\_link

https://drive.google.com/file/d/1hr-9W hmflis5ZcitgC1moKd0KYY6jXF/view

FAQ

### Is it FBA or DROPSHIP or Private label?

We only do FBA WHOLESALE for TFM. Any private label is our sister company COBRANDS.COM

### How would I get charged for Prep?

You get an invoice 5 days after the shipment is marked as shipped. The fees are set up on a per service basis, per SKU. Amazon will let us know what SKU needs what service, we cant avoid it or else they will charge us a fee and do it themselves. All these fees are automatically calculated into the profit report from Sales. Support and also estimated in the purchase orders we create prior to purchasing the inventory. Fees include 34 cents a label, 46 cents to bundle, 80 cents for bubble.

### Why do I care for multiple warehouses?

Operating out of multiple warehouses is key for a cheaper supply chain. If a vendor is located in California, shipping it to a NJ warehouse would kill your margin. Another example, if your shipping to FBA, you want to use a central warehouse because amazon will likely route it there as well. Its also used for FBM and 2 step dropship to get the product to the nearest warehouse relative to where the order originated from to reduce shipping costs and lead time.

### Everyone has multiple warehouses, what makes your special?

Our warehouses all use Sales. Support to operate. This is crucial to scaling an operation because if you just have 9 warehouses, all with different SOPS, KPI's and SLA's, then it becomes difficult to manage them or calculate your fees prior to working with them. Our warehouses all utilize Sales. Support so they share a universal process for us so no matter if we use California or NJ, its just a click of the button for us. No need to fumble with different spreadsheets trying to keep track of where the order should go as that will result in human error and miscommunication, leading to lost inventory.

How long has the FBA machine been around?

The corp was formed in 2022 but Steven has been helping students and clients since he stopped selling on his own store back in 2018. He started in 2015 which is 8 years ago, and got his store to 1M a month in 2018 but due to falling out with partners he started offering his services to people all around the world and that was when he first started coaching people one on one and came with the inspiration of starting this program and making it more organized so about 5 years now in total of working experience as a course for students.

PageID: 3049